DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VISTA WEST NO. 4

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Barnard & Lowham Development Company, Inc., a Wyoming corporation, is the owner of all that certain real property situated in Natrona County, State of Wyoming, known and described as Vista West No. 4, 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 ___ of Maps at ___, 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 premises, Barnard & Lowham Development Company, Inc., a Wyoming corporation ("B & L"), 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.

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. 4 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 West No. 4 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 B & L to the Association within sixty days after the sale of the first lot to a third party and is described as follows:
(a) The irrigation system both surface and subsurface components presently existing and under construction in, on and over the Subdivision, whereby water is to be provided through the Casper-Alcova Irrigation District, including ditches, as reflected on the Subdivision plat, underground pipes and surface equipment, easements therefor, drainage easements, ditch rights and water rights appurtenant to the Properties, plus any future irrigation system improvements made and installed by B & L or the Association.

(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. B & L: Shall include Barnard & Lowham Development Company, Inc., 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 NO. 4 OWNERS' ASSOCIATION

1. Membership in Vista West No. 4 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 the 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:

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(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, any 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 including assessment districts formed by the property owners; provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds (2/3) 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 By-Laws, his right and 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 THE 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 B & L 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 B & L and B & L 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, 1983.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments: B & L, 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 Association:

(a) annual assessments or charges, and

(b) 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 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 date of 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 date of 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 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 constructions, 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 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 (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (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 B & L 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 B & L upon which no residential 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
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).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8490

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 annual assessment against each lot at least thirty (30) days

3. Effect of Nonpayment of Assessments: Upon failure to pay

9. Subordination of the lien to mortgages: The

Prior to such sale or transfer, no 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 areas, 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 by 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 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, however, 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 does agree 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.

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.
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).

Compilations of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street - Casper, WY 82601 - (307) 237-8486

4. Signs - One “For Rent” or “For Sale” sign, which shall be no larger than six (6) square feet, shall be permitted. No entrance gate sign identifying the owner or occupant of the property, of a style and design approved by the Committee, shall be permitted; otherwise no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain 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 three acres of any land. For purposes of this restriction, three acres shall be deemed equivalent to a horse or cow. Except as herein specified no other animals, livestock, or stock or pets shall be deemed a permissible use. The subdivision is granted the authority to have become or constitute a nuisance to other owners. In the event the Committee should determine that animals maintained on a lot in such a manner as to become nuisances, said animals shall be removed from the property.

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 tracts by means of a written document executed, acknowledged 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, cable television, telephone lines and other utilities 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 or a point even with the front of the residential structure on said lot shall be of wood 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 and drainage easements. All fences shall be maintained in a sightly condition by the owner 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 single-family residential lot other than:

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

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 Environmental Committee) if the modular home is placed on a solid and slightly 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 radios or television antennas higher than three (3) 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 five hundred (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 or 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, and no 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 (1) 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 right-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

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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
be used unless fully approved as to design, capacity, loca-
tion and construction by all proper county and state 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 Vista West Water Company, 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 pur-
chase. Prior to commencing construction of any improvements
on a lot, each tract owner shall pay the prevailing service
tap rate to the company providing water service at the rate
existing at the time the tap is installed. At the time of
execution of these covenants, the tap installation rate is Five Hundred Dollars ($500.00) per three-quarter inch (3/4") tap, which amount is subject to change by the service company.

13. Irrigation Water System: The use of the irrigation water for surface irrigation is subject to the rules and regulations of the Casper-Alcova Irrigation District and those limitations placed upon the District by the Bureau of Reclamation. It is understood that all irrigation of lots will be done by the owner utilizing the irrigation system(s) designed and installed in the Subdivision by the developer. Further, all owners of lots holding irrigation water rights in the development agree, if requested, to be billed for any and all annual charges assessed by the Casper-Alcova Irrigation District by the Vista West No. 4 Owners' Association, in order that the Association can, if requested by the Casper-Alcova Irrigation District, remit all of the irrigation assessment fees annually to the District in lieu of the District individually billing each lot in the Subdivision. It is expressly understood, as well, that the Casper-Alcova Irrigation District operates under the authority of the United States Bureau of Reclamation. The Irrigation District and Bureau have represented that irrigation water will continue to be served to Vista West at the historical delivery point for the properties. B & L has relied upon this representation in installing the irrigation system but specifically disclaims any responsibility for continued delivery should the policy of the Irrigation District or Bureau or the authority under which they act subsequently be altered or amended and water delivery discontinued. So long as water is being delivered and utilized within the subdivision the following provisions shall be applicable to the Association and/or the individual owners:

(a) No water shall be applied to any lot not designated as irrigable on the schedule attached hereto.
(b) Any seepage shall be the responsibility of the Association, or the individual property owner responsible for the seepage.

(c) The Association shall annually designate or hire a "water master" to handle the ordering and delivery of water to Vista West.

(d) Each property owner shall be individually responsible for operation and maintenance in a good and operable condition of the irrigation system insofar as it is situate upon his property.

(e) Each property owner shall install an irrigation line tap according to specifications furnished by B & L.

ARTICLE IX

EASEMENTS

1. Utility Easements: B & L 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 B & L together with the easements shown on the Subdivision plat. This right is a perpetual right and shall not be modified by any future covenant changes; the location of the utility easements may be modified by the Board of Directors of the Association, with approval of the utilities serving the area, joinder and combination of two lots as provided in paragraph 7.

2. Irrigation and Drainage Easements and Rights-of-Way: B & L hereby reserves to itself, its successors and assigns, perpetual easements across the land in the Subdivision.

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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 B & L adjacent thereto. B & L 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 eighteen (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
eighteen (18) inches in the borrow pit adjacent to the main
roads.

3. Dedicated Roads and Maintenance: B & L, 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 improvements 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. 4 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 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, 1993, 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 No. 4, 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 of 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 the 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.

(c) All lands within Vista West No. 4 shall annex to the City of Casper without protest at the discretion of the Casper City Council.

IN WITNESS WHEREOF, the undersigned, being the

[Signature]

March 1, 1979.
STATE OF WYOMING  )
COUNTY OF NATRONA  ) Ss.

The foregoing instrument was acknowledged before
me by Paul Lowham, President, on behalf of Barnard & Lowham
Development Company, Inc., this 27th day of March
1979, at the office of this Notary Public.

Press my hand and official seal.

[Signature]
Barbara H. Walker
Notary Public

Expiry: October 8, 1979
A parcel located in and being portions of the NW¼,
the W½NE¼, the NW¼SE¼ and the NE¼SW¼, Section 33, Township 34
North, Range 80 West of the Sixth Principal Meridian, Natrona
County, Wyoming and being more particularly described by metes
and bounds as follows, to-wit:

Beginning at the northwest corner of said parcel and
common to Sections 28, 29, 32 and 33 of said Township;
thence along the northerly line of said Section 33 and the
 parcel being described and also the centerline of 66 feet wide
County Road "6 WN" N 89°37'00" E 2648.81 feet to a point and
one-quarter corner common to said Section 28 and 33; thence
continuing along the line common to said Section 28 and 33,
the centerline of said Road "6 WN" and the northerly line of
 the parcel being described N 89°40'00" E 115.32 feet to an inter-
section with the centerline of Casper-Alcova Project "Oregon
Trail Drain No. 11," the northeast corner of said parcel and
the northwest corner of "Vista West No. 3," a subdivision in
 said Section 33; thence leaving said corner and along the
westerly line of "Vista West No. 3" and the easterly line of
said parcel and centerline of said "Oregon Trail Drain No. 11"
S 9°17'05" W 246.15 feet to a point of curve; thence along the
arc of a true curve to the right having a radius of 75.00 feet
and through a central angle of 40°21'03" southwesterly 52.82
feet to a point of tangency; thence S 49°38'08" W 320.34 feet
to a point of curve; thence along the arc of a true curve to
the left having a radius of 130.00 feet and through a central
angle of 34°14'37" southwesterly 77.70 feet to a point of
tangency; thence S 15°23'31" W 473.87 feet to a point of curve;
 thence along the arc of a true curve to the left having a radius
of 55.00 feet and through a central angle of 77°37'40" south-
easterly 74.52 feet to a point of tangency; thence S 62°14'09" E
617.81 feet to a point of curve; thence along the arc of a true
curve to the right having a radius of 140.00 feet and through a
central angle of 36°55'09" southeasterly 90.26 feet to a point of
tangency; thence S 25°17'45" E 984.44 feet to an angle point
in said Drain Ditch and also the northerly corner of "Vista
West No. 1," a subdivision in said Section 33; thence along
the westerly line of said "Vista West No. 1" and
The Natrona County Commissioners

such location within the five-year period above
specified Barnard & Lowham shall have the right to
demand and the County will be obligated to rede-
deliver a conveyance of the tract or, should no
conveyance have been previously transferred, this
agreement shall thereupon terminate.

(4) Should the agreement terminate by failure of
establishment of a park and/or school, Barnard &
Lowham will, upon the expiration of the five-year
term, contribute to the County the sum of
$10,000 representing a cash park contribu-
tion for the Vista West No. 4 Subdivision and will
in turn provide a cash park contribution for any
of the lands covered by this agreement and platted,
without a park contribution, during the five-year
term.

If the above commitment, which we believe to be con-
sistent with the intentions expressed by the Natrona County
Planning Commission meets with your approval, we would
appreciate your notoriety acceptance in the space provided
below and returning an executed copy to the undersigned.

Very truly yours,

BARNARD & LOWHAM DEVELOPMENT
COMPANY

By

Wm. Bernard

Accepted and agreed to this

2 day of December, 1972.

NATRONA COUNTY COMMISSIONERS

By

cc: Mr. Chuck Davis
Natrona County Plannor
City Hall
Casper, Wyoming 82601
The Natrona County Commissioners
Natrona County Courthouse
Casper, Wyoming 82601

In re: Vista West No. 4 Subdivision Plat

Gentlemen:

Barnard & Lowham Development Company as developer of Vista West No. 4, a subdivision to Natrona County, Wyoming, in fulfillment of commitments made to the Natrona County Planning Commission, in conjunction with approval of the final plat of the subdivision, incorporates the following proposal as a part of its plat submission to the County Commissioners:

1. Barnard & Lowham agrees to contribute to the County as and for its park contribution in conjunction with Vista West No. 4 and the potential subdivision of unplatted lands contiguous to Vista West No. 4 the ten-acre tract shown on the attached plat. Barnard & Lowham is the owner or has an option to purchase said lands and will transfer title thereto to the County or its designee within five years from the date of approval of the final plat of Vista West No. 4.

2. The contribution of the designated ten-acre tract is dependent upon the County's acceptance and agreement to maintain the property as a park and/or school site. A conveyance will be made at such time as requested by the County and upon receipt of the commitment from the County and/or the Natrona County School District that the tract will be accepted for the purposes of a park or school and evidence that there are reasonably immediate plans at such time to establish a park and/or school at such site.

3. Should the County fail to request the conveyance or, having requested the conveyance and received title, fail to establish a school and/or park at
the centerline of said Drain Ditch S 43°39'21" W 690.94 feet to a point of curve; thence along the arc of a true curve to the left having a radius of 100.00 feet and through a central angle of 41°03'57" southerly 71.67 feet to a point of tangency; thence S 02°35'24" W 458.39 feet to an intersection with the centerline of Casper-Alcova Project "Oregon Trail Drain No. 11-17," said point also marking the northeast corner of "Vista West No. 2," a subdivision in said Section 33; thence along the northerly line of said "Vista West No. 2," the centerline of said Drain Ditch No. 11-17 and the southerly line of the parcel being described N 71°16'32" W 1194.36 feet to an angle point; thence N 51°37'32" W 372.33 feet to an angle point; thence N 51°53'17" W 378.33 feet to an angle point; thence N 74°42'16" W 505.21 feet to an angle point; thence S 69°07'30" W 546.61 feet to a point in the easterly line of 66 feet wide "Seven Mile County Road;" thence S 88°30'00" W 33.00 feet to a point in the centerline of said road and also a point in the westerly line of said Section 33 which marks the southwest corner of the parcel being described and northwest corner of said subdivision "Vista West No. 2;" thence along the centerline of said "Seven Mile Road" and the westerly line of said Section 33 and the parcel being described N 01°30'37" W 2541.11 feet to the northwest corner thereof and the point of beginning, and containing 178.5458 acres, more or less.
## SCHEDULE I

**Proration of Assessment for Irrigation and Drainage System**

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100.00
AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
VISTA WEST NO. 4

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Barnard & Lowham Development Company, Inc., a Wyoming corporation, hereinafter referred to as "B & L," by virtue of that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") dated March 27, 1979 and recorded April 5, 1979, Instrument 259842, in the office of the County Clerk of Natrona County, Wyoming, did declare and impose upon the lands described in Exhibit "A" attached hereto those certain covenants, conditions and restrictions governing the use, development and occupancy of said lands which are set forth in the Declaration, and

WHEREAS the Declaration, among other things, provided in paragraph 3 of Article VIII thereof that each building on a lot shall have a minimum side setback distance of forty (40) feet, and

WHEREAS B & L now desires to amend said paragraph as to said side setback requirements only,

NOW, THEREFORE, for and in consideration of the premises, B & L does hereby and by these presents amend said Declaration, and paragraph 3 of Article VIII thereof to read as follows:

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 setback - forty (40) feet;
(b) side setback - twenty-five (25) feet;
(c) rear setback - twenty-five (25) feet.

IN WITNESS WHEREOF, this instrument has been executed and made effective this 27th day of April, 1979.

BARNARD & LOWHAM DEVELOPMENT COMPANY, INC.

By

Paul Lowham, President
STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before 
me by Paul Lowham, President of Barnard & Lowham Development 
Company, Inc., this 12TH day of April, 1979.

Notary Public 

My commission expires: October 8, 1979