

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, is made on the date hereinafter set forth by D. Keith Spencer, Charles E. Lewton and Floyd R. King, owners of the property covered hereby and sometimes referred to as "Developers".

WITNESSETH:

That whereas, Developers are the owners of the real property situate in Crook County, Wyoming, more particularly described on Exhibit "A" attached hereto which property is to be subdivided by a plat submitted to the Crook County Commissioners and upon acceptance of such plat will be known as "Vista West Subdivision, a subdivision of Crook County, Wyoming."

NOW THEREFORE, Developers hereby make, publish and declare that all of the specific properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of insuring that use and development of the properties for the purposes outlined herein and protecting the value attractiveness and desirability of, and which shall run with the land and shall be binding on all parties having any right, title or interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

PROTECTIVE COVENANTS

BLOCK II – RESIDENTIAL AREA

1.1 With respect to Block II of the subdivision, all numbered lots or parts thereof on the plat shall be used solely for the construction and occupancy of churches, schools or single family dwellings and residences, and not more than one such dwelling shall be constructed or occupied on each lot excepting such lots as the undersigned developers divide, prior to or by virtue of the initial conveyances from the developers so constructed shall:

- (a) On lots not presently occupied by a residence shall be limited to the construction of a residence which shall contain no less than 1100 square feet of useable living space including basement, porches, terraces and garage.
- (b) Be so situated on a lot so that no portion thereof shall be closer than 15 feet from the street or roadway boundary, or five feet from each side boundary provided, however, an

exception may be granted by the Architectural Control Committee when required by topography or other physical conditions.

- (c) Contain adequate provisions for sewage and no individual sewage systems or water well will be permitted.
- (d) Be adequately wired for electricity in full compliance with the requirements of the United States Electrical Contractor's Code, and all electric, telephone and other utility lines shall be buried below the surface of the ground in adequate conduits, except those which may be placed overhead by the developer or already in existence.
- (e) Comply with community policies and building codes, if any, and those established by the developers, as hereinafter set forth and such plans for construction or additions shall be approved by the Architectural Control Committee for aesthetic harmony and location.
- (f) Provide adequate off-street parking for vehicles of the family occupying such lot and their guests. No parking of travel trailers, motor bikes, snowmobiles or other such vehicles will be permitted with the right of way of streets or roads within this subdivision.
- (g) In the event a controversy should arise regarding the keeping of pets and cleanliness and sanitary conditions thereof, the results shall be determined by the Crook County Health Officer. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk, junk cars of any kind, unlicensed cars, appliances, etc., or allow or permit said premises, or the animals thereon, to become a nuisance or offensive, or to any the other owners within the subdivision. All garbage containers shall be completely enclosed and covered at all times.

1.2 No tents, house trailers or other temporary living quarters, or shed or temporary building of any kind shall be moved on, set up or built on any lot; provided, however, that temporary sheds or shelters erected by building contractors or builders of residence or other permitted building are authorized, but in no event may any such temporary structure remain for a period longer than one (1) year; provided, further, that the Architectural Control Committee shall have authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises and unreasonable length of time.

1.3 No grading or contouring will be permitted which will stop, dam or otherwise direct or interfere with the natural drainage of surface waters.

1.4 No outdoor or unapproved incinerators, except for the burning of papers, shall be constructed, nor shall trash, garbage or rubbish be burned with this subdivision.

1.5 All other improvements built or installed upon any premises within this subdivision, including but limited to garages, gates, fences, barns or animal shelters, arbors, summerhouses or other permanent or temporary structures of any kind shall be approved by the Architectural Control Committee prior to construction or installation. Fences shall not be allowed to obstruct vehicular traffic view or to extend beyond the front line of the house.

- 1.6 There is hereby reserved in all streets, alleys and other ways and across all lots and parcels of land in said subdivision, an easement and right of way not exceeding ten feet in width along the exterior boundaries, unless otherwise noted on the final plat, for subterranean installation of electric, gas, telephone, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision, which rights and easements may be assigned or conveyed to any recognized utility company.
- 1.7 The covenants and restrictions, herein contained, are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the developers of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns for a period of time ending March 1, 1991, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said Covenants in whole or in part.
- 1.8 Enforcement shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.
- 1.9 Invalidation of any one of these restrictions by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE II

BLOCK I – COMMERCIAL AREA

2.1 With respect to Block I of the subdivision such Block shall be for commercial purposes, provided any usage of existing buildings or any new buildings or facilities constructed in the future must obtain the written approval of the Architectural Control Committee after first submitting plans and nature of business or usage for said facility. No noxious or otherwise offensive operations shall be permitted. All other sections of Article I, except for the first sentence of Article I, 1.1 (a,b, and f), shall apply.

ARTICLE III

BLOCK III – REMOVABLE HOME AREA

3.1 With respect to Block III of the subdivision removable, modular or mobile homes shall be allowed in said area and all other covenants and restrictions contained in Article I, except 1.1 (b)

which shall be 5 feet, as to both roadway and side yard boundaries, shall apply. Any mobile home shall be skirted in its entirety immediately upon locating on an lot.

ARTICLE IV

CONDITIONS AND PROVISIONS

ESTABLISHING HOMEOWNERS' ASSOCIATION

The Common Areas, which shall be those areas owned by Vista West Homeowners' Association, Inc. upon the conveyance of the first lot and which shall be conveyed by the developers to the Association prior to sale, by contract or otherwise, of the first lot, is described as follows:

Street, roads and thoroughfares, sewage disposal system, water system, common area for park and street lighting as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the lots, sewer service, water service and recreation area.

2.1 Membership in the 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.

2.2 Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas, 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 Areas or any part thereof.

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

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas 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.

(d) The right to establish rates for water and sewer service based upon customary standards for doing so, allowing for adequate maintenance and return and service to customers.

2.3 Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas to members of his family, his tenants, invitees, guest or contract purchasers.

2.4 Membership. 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.

2.5 Class of Membership. The Association shall have two classes of voting membership.

Class A. Class A members shall be all owners with the exception of the developers 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 determined.

Class B. The Class B member shall be the developers and they shall be entitled to one (1) vote for each lot owned. The Class B Membership shall cease and be converted to Class A membership 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 May, 1980.

2.6 Creation of the Lien and Personal Obligation of Assessments. The developers, for each lot owned by it within the properties, hereby covenant, and the owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefore, 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 hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, if any, for collection 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 or as divided by separate conveyances from the developers) against which each 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.

2.7 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 improvements and maintenance of the Common Areas.

2.8 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 Sixty Dollars (\$60.00) per lot (it being understood, however, that such assessment shall not include rates chargeable for water and sewer service). Thereafter the assessments may be amended as follows:

- (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) 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.

2.9 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 Areas, 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.

2.10 Notice and Quorum for Any Action Authorized Under Sections 2(c), 8 and 9. Written

notice of any meeting called for the purpose of taking any action authorized under Section 2(c), 8 and 9, 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 meetings originally called for such purpose.

2.11 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots (including within such term tracts resulting from subdivision of the platted lots by an initial conveyance from the developers) and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors.

2.12 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 Areas 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 therefore 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.

2.13 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 escape liability for the assessment provided.

2.14 Annexation:

- (a) Additional residential property and Common Areas 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.

(c) 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.

For the purpose of enforcing all provisions of these covenants there is hereby appointed an Architectural Control Committee consisting of the original Board of Directors of the Homeowners' Association, their successors, assigns, or appointees (including a committee appointed for that purpose by the officers and directors of the Homeowners' Association).

Signed as the owners of Vista West Subdivision, Crook County, Wyoming, this (19th) day of (September), 1975.

(signed)

Charles E. Lewton

(signed)

D. Kieth Spencer

(signed)

Floyd R. King