

AMENDMENT TO DECLARATION OF COVENANTS**FOR****SECTION 15, TOWNSHIP 14 NORTH, RANGE 73 WEST OF THE 6TH P.M.**

This Amendment to Declaration of Covenants for the real property located in Section 15, Township 14 North, Range 73 West of the 6th P.M., Albany County, Wyoming, is made and entered into this 24TH day of June, 2020, by Vista Grande Estates, LLC, a Wyoming limited liability company, Thomas E. and Kelly Wolfe, Brendin Brummond and Karagh Brummond and Beau M. Clark and Charli M. Clark, the owners of in excess of 90% of the Tracts subject to the covenants.

W I T N E S S E T H:

WHEREAS, Vista Grande Estates, LLC, Wilton Brad Watson and Nell Hanley, husband and wife, declared certain covenants, conditions, easements and restrictions for the above described property, which covenants were recorded in the Office of the Albany County Clerk as Document # 2018-2391 on May 31, 2018;

WHEREAS, Article IX, Section 9.01 of the above identified covenants provides that the covenants may be amended by the written consent of not less than ninety percent (90%) of the Tracts designated on a plat of the property described therein;

WHEREAS, Vista Grande Estates, LLC, pursuant to a Replat of Tract 3A, Block 4 and Tract 5A, Block 2, Vista Grande Estates, as recorded on April 22, 2020 as Document # 2020- 1838, redefined the boundaries of Tract 3, Block 4 and Tract 5, Block 2;

WHEREAS, There are twenty-three (23) Tracts identified in the plat of the property recorded on September 11, 2018 which are the subject of these covenants;

WHEREAS, Vista Grande Estates, LLC, is the owner of nineteen (19) Tracts, more specifically described as follows:

Tract 2, Block 1,
Tract 1, 2, 3, 4, 5A, 6, and 7, Block 2,
Tracts 1-9, Block 3 and
Tract 1 and 2 Block 4,

all in Vista Grande Estates, Albany County, Wyoming;

WHEREAS, Thomas E. Wolfe and Kelly Wolfe are the owner of one (1) Adjoining Tract described as Tract 3A, Block 4, Vista Grande Estates;

WHEREAS, Brendin Brummond and Karagh Brummond, husband and wife, are the owner

of Tract 8, Block 2, Vista Grande Estates;

WHEREAS, Beau M. Clark and Charli M. Clark, husband and wife, are the owner of Tract 1, Block 1, Vista Grande Estates;

WHEREAS, Vista Grande Estates, LLC, is in the process of further subdividing Tract 4, Block 2, Vista Grande Estates into fourteen (14) additional Tracts, which subdivision will occur pursuant to a recorded Final Plat described as Vista Grande Estates, 2nd Filing, a Replat of Lot 4, Block 2, Vista Grande Estates. The additional Tracts created thereby are intended to be subject to the covenants recorded on May 31, 2018, as amended herein; and

WHEREAS, the above owners desire to amend the covenants as hereinafter set forth.

NOW THEREFORE, the parties hereto, the owners of 22 of the 23 Tracts in Vista Grande Estates, as described in the Plat and the Replat identified above, which Tracts are benefitted and burdened by the Covenants described above, hereby amend said covenants as follows:

1. Paragraph 3.01 is amended, in its entirety, and shall hereafter state as follows:

3.01 No Further Subdivision. Upon the filing and recording of the Replat of Lot 4, Block 2 of Vista Grande Estates, 2nd Filing, no Tract may be hereafter divided.

2. Paragraph 3.04 (e), the last sentence thereof, is amended and shall hereafter state as follows:

“No basement area or garage area will be considered part of the finished floor area requirements.”

3. Paragraph 3.04 h., v. is deleted, in its entirety.

4. Paragraph 3.04 h., vi. shall hereafter state as follows:

vi. Prohibited Sidings. No primary residential dwelling, nor any accessory building, erected on a Tract shall be sided with any other material such as the following materials, which are prohibited as such are typically inferior and less-than-average in quality and appearance, to wit:

1. plywood or any wood sheet panel siding;
2. vinyl siding;
3. Inferior grade composite siding with a low durability level;
4. metal siding;
5. durable manufactured/composite sidings, or
6. any other inferior siding.

5. Paragraph 4.02 is hereby amended, in its entirety, and shall hereafter state as follows:

4.02 Access Roads/Easements. Each Tract shall have the right of access along all road easements labeled and shown on the Plats as Vista Grande Way and the following easement road routes - Blanton Bay Cove, Clearwater Trail, Ruby's Run, Monster Mack Run, Daisy Dash Lane, Lila Lane and Sam's Spur, to the extent reasonably necessary for an Owner, and their guests and invitees, to access each Tract along the most convenient easement road route. The width of each said easement shall be measured one-half on each side of the centerline of the road. At the intersection of each road with another road, there shall be an easement for the reasonable turning radius and turn-out area the width of one vehicle. Vista Grande Estates shall construct and/or improve Vista Grande Way, Blanton Bay Cove, Clearwater Trail, Ruby's Run, Monster Mack Run, Daisy Dash Lane, Lila Lane and Sam's Spur, as is reasonable to afford ready access to Owners and guests. Future roads and access routes within Vista Grande Estates shall be created and maintained as appropriate for any expansion of the development. Declarants, WH, may access their Tract from Clearwater Trail, however, no other Tract owner shall have access to or across the WH Tract other than by invitation.

6. Paragraph 9.01 is hereby amended, in its entirety, and shall hereafter state as follows:

9.01 Duration. The Covenants of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by any Declarant, the Homeowners Association, and all Owners subject to this Declaration, including the Owners of the fourteen (14) additional Tracts within Vista Grande Estates as set forth in the Final Plat described as Vista Grande Estates, 2nd Filing, a Replat of Lot 4, Block 2, Vista Grande Estates. These covenants shall run perpetually and be appurtenant to the lands described in the Vista Grande Estate Plats now or hereafter filed with the Albany County Clerk, Albany County, Wyoming, subject to the rights of the Owners to modify them. Such modification requires the written consent of the Owners of not less than two-thirds (2/3) of all Tracts within Vista Grande Estates.

6. In all other respects, the Declaration of Covenants identified herein are unchanged.

Dated this 24th day of June, 2020.

Vista Grande Estates, LLC

By [Signature]
Thomas E. Wolfe, Manager
Legal Description: Tract 2, Block 1,
Tract 1, 2, 3, 4, 5A, 6, and 7, Block 2,
Tracts 1-9, Block 3 and
Tract 1 and 2 Block 4, Vista Grande
Estates, Albany, Albany County
Wyoming

Thomas E. Wolfe and Kelly Wolfe

[Signature]
Thomas E. Wolfe
[Signature]
Kelly Wolfe
Legal Description: Tract 3A, Block 2
Vista Grande Estates
Albany County, Wyoming

Brendin Brummond and Karagh Brummond

[Signature]
Brendin Brummond
[Signature]
Karagh Brummond
Legal Description: Tract 8, Block 2
Vista Grande Estates
Albany County, Wyoming

Beau M. Clark and Charli M. Clark

[Signature]
Beau M. Clark
[Signature]
Charli M. Clark
Legal Description: Tract 1, Block 1,
Vista Grande Estates
Albany County, Wyoming

STATE OF WYOMING)
)
COUNTY OF ALBANY) ss:

The foregoing Amendment to Declaration of Covenants was acknowledged before me by Thomas E. Wolfe, Manager of Vista Grande Estates, LLC, Thomas E. Wolfe and Kelly Wolfe, Brendin Brummond and Karagh Brummond, and Beau M. Clark and Charli M. Clark this 24th day of June, 2020.

Witness my Hand and Official Seal.

[Signature]
Notary Public

My Commission Expires



ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK

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Estates, LLC's proposed development of the Property, and other good and valuable consideration.

NOW, THEREFORE, Declarants hereby declare that the Property shall be developed, held, transferred, and occupied subject to the covenants, conditions, restrictions, easements, and liens (collectively, the "Covenants") set forth in this instrument.

ARTICLE I DEFINITIONS

1.1. Definitions.

The following words used in the Declaration shall have the following meanings:

- a. "Declarants" means each of Vista Grande Estates, LLC, a Wyoming limited liability company, referred to herein as "VGE" and/or Wilton Brad Watson and Nell Hanley, husband and wife, referred to herein as "WH".
- b. The "Property" means the real property described in Exhibit A, which is hereinafter referred to as Vista Grande Estates and which is the subject of this Declaration.
- c. "Tract" means any Tract of land shown on the Plat of the Property, which is designated as a Tract or Lot on the Plat or otherwise, and which is or may be improved with a residential dwelling in conformity with these Covenants, and any resulting portion thereof. "Adjoining Tract" means a Tract which is contiguous to another referenced Tract as shown on any recorded plat of the Property. The Property of Declarants, WH, shall be included in the definition of a "Tract".
- d. "Owner" means a person(s) or entity who or which is a record owner of a fee or undivided fee interest in any Tract subject to these Covenants, excluding any person or entity who holds a lien or interest in a Tract as security for the performance of an obligation.
- e. The "Association" means the Vista Grande Estates Homeowners Association, which shall consist of Members, comprised of the Owners of the Tracts, and shall have the power and duty to administer and, among others, enforce this Declaration. The Association shall be managed by a Committee (the "Committee") made up of not less than three or more than five members, each of whom shall own a Tract, as the Committee is more specifically defined below.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.01 Property. The Property located in the County of Albany, State of Wyoming, as described on Exhibit A, which includes all individual Tracts which may be created within the boundaries identified, and any portion thereof, is subject to these Covenants. Additional land(s) may become

subject to this Declaration only with the prior written consent to the majority of the Owners of the Tracts.

2.02 Appurtenant; Run With Land. These Covenants and the terms, agreements, conditions, restrictions, easements, assessments and liens set forth in this Declaration shall be appurtenant to each Tract, shall run with the land and shall bind all future owners, lessees, mortgagees, tenants, occupants and users thereof, and their respective successors-in-interest.

ARTICLE III USE, OCCUPANCY AND CONSTRUCTION

3.01 No Further Subdivision. No Tract of less than 100 acres may be hereafter divided. For Tracts larger than 100 acres in size, this provision shall apply except that the initial tract may be subdivided no more than two times, as long as resulting tracts are all in excess of 10 acres.

3.02 Residential/Agricultural Use. Each Tract may be used only for residential and/or agricultural purposes. Only one single-family dwelling is allowed on any Tract. No business or commercial building may be erected on any Tract. No commercial enterprise or other non-residential use may be conducted on any Tract, provided that this provision shall not preclude an Owner from conducting home business, if otherwise allowed by applicable Albany County regulations, such as conducting a professional, consulting or skilled business within a home office. If a home business is so permitted, then such home business shall strictly comply with the following restrictions: (a) no sign advertising the business may be placed on any Tract; (b) any home business activities shall be conducted entirely within the home or outbuilding on a Tract; and (c) the home business shall not result in any external or visible activities or an increase in traffic over and be what would be typical for a residence.

3.03 No Mobile Homes or Modulares. No mobile homes are permitted at any time on a Tract. No stock manufactured/modular home that is constructed off-site and requires transportation on wheels to any Tract will be permitted. However, structures that are assembled off-site and are completely disassembled for transportation (such as log homes or high quality, custom-designed building that may have some prefabricated parts; for example, a custom design home using self-insulated panel (SIP) constructions; prefabricated panelized wall or roof panels, etc.) may be permitted with approval of the Committee. No building materials shall be stored on any Tract for a period longer than sixty (60) days unless substantial construction is in progress.

3.04 Building Construction. All homes and buildings on a Tract shall be designed to be consistent with the surrounding landscape and the architecture on other Tracts and all buildings shall blend with the natural landscape of the area. To ensure these general ideals are met, construction on each Tract shall comply with the following requirements:

- a. **New Construction/Time for Completion.** Any buildings erected on the Tract shall be on-site new construction with new quality materials. Trailers shall not be used as a permanent residence during construction. There is no deadline to commence construction on a Tract, but once construction of a structure is commenced on a Tract, construction of that structure shall be completed within fifteen (15) months of commencement. Neither Mobile homes nor Modular Homes shall be used as temporary or permanent residences at any time.
- b. **Compatibility of Improvements.** All buildings, corrals, fencing and any other improvements constructed on a Tract shall be appropriate in character, design, color and architecture in relation to the general area and to the other homes on surrounding Tracts. No unusual design, styles or construction methods shall be allowed (for illustration purposes only, there shall be no geodesic domes, no entirely underground homes nor such other building styles that are not typically found in the area). Nothing herein shall prohibit "green" buildings, with use of passive solar or construction materials that are more energy efficient than typical materials.
- c. **Color of Improvements.** All buildings and improvements will be painted, stained, sided and roofed in primarily earth tone colors so that they shall blend with the land and the surrounding area and homes as much as possible.
- d. **Number of Buildings Per Tract.** No buildings shall be erected, altered, placed or permitted to remain on a Tract on other than one (1) single-family primary residential dwelling, with a private garage (which is attached or connected to the dwelling), and no more than three (3) additional accessory buildings for use as a barn, studio, carriage or guest house, additional garage, workshop, arena, recreation room, storage area, or any combination thereof.
- e. **Minimum Square Footage for Homes.** Every primary residential dwelling which is a one-story home shall have a minimum of 2,200 square feet of above-grade finished living area. Every primary residential dwelling which is a two-story home (above grade) shall have a minimum ground level floor area (i.e., footprint) of no less than 1,800 square feet of finished living area on the ground level. No primary residential dwelling shall exceed two stories above finished grade (not including a standard basement level). No basement area will be considered part of the finished floor area requirements.
- f. **Accessory Buildings.** Accessory buildings shall be of properly framed construction and shall be sided only with materials compatible with the home (materials are not required to be identical but shall be compatible in terms of styling, color, design and appearance). No accessory building shall exceed one hundred feet (100) in any horizontal dimension, except for horse riding arenas, which may be constructed to a size up to 100' x 250' but only with the prior written approval of the Committee. No

- accessory building shall exceed a height of sixteen (16) feet at the highest point of the sidewall. Declarants' existing accessory buildings shall be exempt from this provision.
- g. In an effort to promote a higher quality look than an average pole-type barn, each accessory building shall have one or more architectural details that provide a higher-than-average appearance (examples of such intended details include but are not limited to: varying or multiple roof lines, covered porch or landing, a roof cupola or other such architectural details). The architectural details required by this paragraph shall be subject to the express approval of the Committee.
- h. Siding Materials. Each primary residential dwelling, and all additional accessory buildings, shall be sided with the following materials:
- i. natural wood siding which shall be properly sealed and maintained after installation;
 - ii. logs with a minimum diameter or thickness of six inches (6") which shall be properly maintained after installation;
 - iii. traditional stucco, or other high-quality stucco-like siding;
 - iv. masonry (natural or cultured stone or brick);
 - v. durable manufactured/composite siding (examples of such permitted composite siding include: CertainTeed's "WeatherBoards", James Hardie's "Hardiplank Lap Siding" or "Hardishingle Siding",) and other such higher than average manufactured siding similar to those named above and approved by the committee that is in the form of a tradition lap siding or shake panels and which meets all of the following minimum criteria. The use of these materials requires that at least 30% of the front-facing area of the residence be constructed with stone, or masonry.
 - vi. Prohibited Sidings. No primary residential dwelling, nor any accessory building, erected on a Tract shall be sided with any other materials such as the following materials, which are prohibited as such are typically inferior and less-than-average in quality and appearance, to-wit:
 1. plywood or any wood sheet panel siding;
 2. vinyl siding;
 3. inferior grade composite siding with a low durability level;
 4. metal siding, or
 5. any other inferior siding.
- i. Roofing Requirements. All major roof lines of any primary residential dwelling shall be pitched with at least a 3/12 pitch; provided however, the roof pitch of porches, dormers and other ancillary roof lines may be less. All buildings constructed on a Tract shall have a roof of at least eighteen (18") inch overhang. Permitted roofing materials shall not be in any unusual color and are limited to: (i) tile or slate; (ii) asphalt shingles (provided however, if asphalt shingles are used, they shall be the architectural design with the "shake" look and shall be of quality with at least a 40 year rating; (iii) high

quality composite shakes, (iv) metal roofing with a finish that results in no/minimal glare, or (v) other such higher-than-average quality roofing material as shall be approved by the committee.

- j. Fences. Fencing shall be constructed and located in a manner that does not unreasonably interfere with the movement of wildlife on or across the Property. There shall be no game-proof fences, defined as any fence which cannot be crossed by elk, deer, antelope, or other big game wildlife, except that big game proof fencing may be placed immediately around gardens. There shall be no chain-link fences, no concrete block fences, nor any other unusual type of fence not common to the area constructed along the perimeter boundary of any Tract. Such perimeter fences shall be constructed of post and wire or other typical post and rail construction commonly used as perimeter fencing. Yard fences and kennels adjacent to the home for keeping pets may be constructed from any commonly used material for such purposes (including chain link) and shall be constructed in such dimensions as is reasonable. All permanent fences to be constructed on a Tract shall be subject to express approval by the Architectural Control Committee as such approval process is set forth herein. No fence shall be constructed along any road with the Property which will result in snow drifts in the road making travel thereon more difficult. Declarant WH's existing fence is not in compliance with this provision, but is hereby granted a variance for the existing fence with the understanding that upon the replacement of the fence, it will be replaced with fencing in compliance with these covenants.
- k. Landscaping. Within one year from the date a home is constructed and occupied on a Tract, landscaping shall be commenced, with the minimum landscaping to be completed between the home and road which the home faces to be: (1) at least 4 trees with minimum one-inch caliper; (2) at least 10 plants/shrubs with a minimum 5 gallon container; and (3) reseeding the disturbed soils during construction so that bare dirt be revegetated. All such landscaping shall be properly watered and maintained as viable thereafter.

3.05 Setbacks and Building Location. Consideration shall be given, when selecting the site of any building on at Tract, to not unreasonably disrupt the view of an existing home on an adjoining Tract. No building shall be erected or permitted to remain on any Tract less than one hundred feet (100') from the boundary line of an adjoining Tract unless a written consent is provided by the adjoining Tract Owner or a written variance is given by the Architectural Control Committee.

3.06 Buildings- Maximum Height. No building shall exceed thirty feet (30') or two stories in height measured at any cross section of the building from the original grade to the highest point of the building, not including chimneys or other minor projections. This restriction is intended to safeguard the views of adjoining Tracts, as may be applicable.

3.07 Avoidance of Sprawl. All garages, barns, sheds, and other outbuildings on any Tract shall be located in proximity to the dwelling on the Tract, such that the distance between the residence and the nearest wall of any outbuilding shall not exceed three hundred and fifty feet (350') without approval by the Committee; provided however, on those Tracts through which a drainage ditch or other natural outcropping crosses, a home and the outbuildings may be constructed upon opposite sides of the obstacle without regard to this 350' maximum if the placement of such buildings is otherwise reasonably close in proximity given natural feature and drainage areas separating them.

3.08 Equipment. Roof mounted mechanical equipment is prohibited. Ground mounted equipment must be enclosed by walls, fences or landscaping of sufficient height and density to screen the equipment from view and to buffer sound. Roof mounted solar panels or similar energy generating technology is allowed. Antennas and satellite dishes larger than three feet (3') in diameter are prohibited. Roof mounted satellite dishes must be situated in non-obtrusive locations.

3.09 Destruction of Improvements. In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform to the covenants contained herein or all remaining portion of the structure, including foundations, and all debris, shall be promptly removed from the Tract.

3.10 Temporary Buildings. No temporary buildings, structures or trailers may be erected, placed or maintained on any tract, except for (i) construction trailers used during active construction for a period not exceeding one year, so long as they are not used as residences or permitted to remain on the tract after completion of construction, (ii) motor homes and recreational trailers for periods not exceeding four weeks per year, and (iii) trailers of Owners stored inside buildings or in a location permitted under Section 3.11.

3.11 Vehicles/Storage. Trucks (larger than pickup trucks), busses, motor homes, camper vehicles (except camper shells mounted on pickup trucks), trailers, horse trailers, boats, motorcycles, snowmobiles, and other motorized equipment and vehicles (other than conventional automobiles in working order), shall be stored or parked within an enclosed garage, outbuilding or in a location screened from the view of other Owners by walls or fences or the like. No non-functional or abandoned vehicle or equipment shall be permitted outside a building enclosure on any Tract. Tools, lawn mowers, maintenance equipment, and similar items shall be stored inside buildings out of the view of other Tracts. Nothing herein shall prohibit Vista Grande Estates, LLC, from using a camper/trailer for the sale of Tracts for so long as it is selling Tract(s).

3.12 Garbage. No garbage or trash or materials removed from stalls, corrals, or animal pens, shall be kept on any Tract which is visible from another Tract. No refuse pile, garbage, or unsightly objects shall be allowed to be placed, accumulated or disposed of anywhere on a Tract. Fully enclosed trash containers may be kept on a Tract for pickup by a collection service, but all such containers shall be fenced and screened from view of adjoining Tracts and roads. No trash or garbage may be burned or buried at any location on the Property.

3.13 Hay Storage. Hay, or other such feed, may not be stored on any Tract, except in a barn or storage building or in an area screened from view.

3.14 Signs. Except for the entryway sign, which may be installed by VGE, no sign shall be displayed to the public view from any Tract except for modest signs identifying a residence by name, and construction or sale signs of limited size and type, in accordance with standard construction and sale procedures and no greater than 5 square feet.

3.15 Lighting. Exterior lighting is permitted within a Tract boundary, provided such lighting does not result in excessive glare toward other Tracts. All exterior lighting must be low level, low sodium, subdued intensity or motion censored. No lighting shall be used which provides more light pollution to adjacent Tracts beyond the light produced by residential 100W floodlight bulbs.

3.16 Animals. No animals, including farm animals, birds and reptiles, or any kind may be kept, bred or maintained on any Tract except as follows:

- a. Domestic Animals. Domestic pet(s) are not allowed to run free away from their Owner's control, nor shall they create any nuisance to other Owners. An owner may not keep more than three (3) dogs on any Tract. Dogs which bark incessantly to a level which can be heard by an adjoining Tract Owner or would disturb a reasonable person shall not be permitted.
- b. Livestock. Horses, mules, cattle, sheep, goats, and other such animals (except no donkeys or pigs are allowed) may be kept on a Tract. Should an Owner keep more than two such animals on a Tract, there shall be a corral with an attached barn/loafing shed with sufficient space for the care and feeding of such animals. In no event shall more than one (1) such animal, for every four (4) acres, be kept on a Tract, even if kept inside a corral. All grazing animals shall be confined to the Owner's Tract by a fence installed and maintained at the Owner's sole cost. Owners are responsible for keeping their animals on their Tract at all times.
- c. 4-H and FFA projects. 4-H and FFA project animals which are owned by the Owner and/or the Owner's children are expressly permitted to be kept on a Tract for 4-H or FFA projects in numbers such that a Tract is not overgrazed or otherwise unreasonably damaged or rendered unsightly to a reasonable person. Any such 4H or FFA project

animals kept on a Tract shall be properly cared for and kept within a corral, barn and/or shed.

- d. No Tract Shall be Overgrazed. The natural beauty and character of the Tracts, and the typical vegetative cover, shall not be allowed to be unreasonably damaged by grazing. A Tract shall be deemed to have been overgrazed when the grass is lower than the toe of an average man's boot. The primary intent of these covenants, as they relate to grazing animals, is to ensure that no Tract is overgrazed or left in a condition to be unsightly. The Committee shall have the express right to require an Owner to remove the grazing animals from a Tract should the Tract become overgrazed.
- e. No Nuisance. The Tract, including areas used for animals, shall be maintained in a clean and sanitary condition, and no manure shall be allowed to accumulate to a level that can be offensive to adjoining Tracts. Provided further, no animals kept on a Tract shall be permitted to become a nuisance, either by noise or odor, to other Tract Owners.

3.18 Mining. Owners shall not explore for or remove any oil or other hydrocarbons, minerals of any kind, or earth substance of any kind. Vista Grande Estates, LLC, or the Committee may, however remove gravel and process it on-site during initial infrastructure construction and for road, ditch, and pipeline maintenance. However, no other mining shall be permitted.

3.19 Rental of Tracts. An Owner who leases his Tract to any person shall be responsible for assuring compliance by his lessee with all of the provisions of this Declaration and shall be jointly and severally responsible for any violations by his lessee.

3.20 Firearms; Hunting; Fireworks. The discharge of firearms is prohibited on any Tract, except for their use in varmint control on the property of the tract owner. For the purpose of varmint control, only firearms of a caliber less than .223 may be used. Such prohibition against the discharge of firearms, except for this limited purpose, is intended to protect the safety of all tract owners. No hunting, target practice or other use of firearms is permitted. Fireworks are not permitted.

3.21 Safe Condition. Each Owner shall maintain his Tract in a safe, sound and sanitary condition and shall repair and correct any conditions and refrain from any activity which might interfere with the reasonable enjoyment by other Owners.

3.22 Nuisances. No Owner shall permit anything (including but not limited to the most common nuisances of: vehicle or recreational equipment use, barking dogs, or the maintenance of unsightly conditions) to be done or kept about or within a Tract which will (i) obstruct or interfere with the right of other Owners to the use and enjoyment of his/her Tract, (ii) be in violation of any law, or (iii) annoy other Owners by unreasonable noises or otherwise. Each

Owner shall comply with the requirements of governmental authorities having jurisdiction over the Property.

3.23 Pesticides, Herbicides and Fungicides. Tract owners shall manage and develop their properties in an environmentally sensitive manner by minimizing the application of potentially harmful herbicides and pesticides and by preserving and enhancing native vegetation which promotes biodiversity. Use of pesticides is permitted for the control and removal of invasive exotic species. However, pesticides and herbicides shall only be applied consistent with the requirements of the Wyoming Environmental Pesticide Control Act, Wyo. Stat. Ann. 357-7-350, et seq, as may be amended or modified. Pesticides, herbicides and fungicides with the shortest hydrolysis half-life are recommended. Moreover, pesticides appearing on the United States Environmental Protection Agency's "Priority List of Leaching Pesticides" shall not be used. Pesticides, herbicides and fertilizers shall be primarily applied during the dry summer season, rather than during winter runoff periods.

ARTICLE IV

UTILITY AND ACCESS EASEMENTS COMMON AREA AND ROAD MAINTENANCE

4.01 Utility Easement. There shall be reserved easements for installation, maintenance, repairs and removal of utilities over, under and across a ten (10') foot strip along each Tract's boundary and along the width of all other road/easement routes shown of the Plat. This reservation includes full rights of ingress and egress by the Declarant Vista Grande Estates, LLC or representatives of the Committee and any bona fide utility company for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in any easement area that would interfere with the use of such easement or with the use, maintenance, operation or installation of such utility. Declarant, VGE, grants each Tract the right to use said utility easement for utility access to each Tract; however, specifically reserves the exclusive right to grant future access to the utility lines it has constructed, or will cause to be constructed, within the Property and to require reimbursement for their costs thereof from adjacent properties who may desire to tap into such utilities in the future. In the development of the property, Declarant VGE, will install utilities along/adjacent to the roads, as shown on the Plat, so that such utilities will be available to at least one point of each Tract shown on the Plat. Utilities shall be installed underground from any connecting point to any residence or other building or facility on a Tract.

4.02 Access Roads/Easements. Each Tract shall have the right of access along all road easements labeled and shown on the Plat as Vista Grande Way and the following easement road routes- (i) Clearwater Trail and (ii), Ruby's Run, to the extent reasonably necessary for an Owner, and their guests and invitees to access each Tract along the most convenient easement road route. The width of each said easement shall be measured one-half on each side of the centerline of the

road. At the intersection of each said road with another road, there shall be an easement for the reasonable turning radius and turn-out area the width of one vehicle. VGE shall construct and/or improve Vista Grande Way, Clearwater Trail and Ruby's Run, as is reasonable to afford ready access to Owners and guests. Future roads and access routes within Vista Grande Estates shall be created and maintained as appropriate for any expansion of the development. Declarants, WH, may access their Tract from Clearwater Trail, however, no other Tract owner shall have access to or across the WH Tract other than by invitation.

4.03 Existing Restrictive Covenants. The Restrictive Covenants, Easements and Road Maintenance Agreements attached to the Warranty Deeds recorded in Book 433 at pages 738 – 746 and in Book 434 at pages 39-47, in the office of the Albany County Clerk, Albany County, Wyoming, are hereby replaced, in their entirety, by virtue of this Declaration, the Declarants, WH, hereto being the successors in interest to the Properties benefitted and burdened by said restrictions.

4.04 Open Space. Declarant has identified a lot designated as Open Space. The Open Space shall be available for all Owners, subject to the following:

- a. The Open Space shall, to the greatest extent possible, be preserved in its natural state as a dry land prairie for the benefit and enjoyment of all Lot Owners.
- b. The Open Space may be used only for passive recreational purposes, such as horseback riding, as well as for temporary parking. Off-road vehicle use, overnight camping, and open fires are prohibited on the Open Space.
- c. Maintenance of the Open Space shall be the responsibility of the Homeowners Association.

4.05 Access to State of Wyoming Public Lands. All Tract Owners shall have access to the public lands owned by the State of Wyoming Section 16, Township 14 North, Range 73 West of the 6th P.M., Albany County, Wyoming, which is adjacent to the western boundary of the Property and which consist approximately 320 acres, which public lands are subject to the terms and conditions prescribed by the State of Wyoming. All Owners, including Declarants, shall have access to the Public Lands via the Common Area as set forth on the Plat Map.

4.06 Landowner Access. Declarants, WH, shall have the continued rights of access through and along Vista Grande Way, Clearwater Trail and Ruby's Run across the Property for ingress and egress to and from their property, pursuant to these covenants and the Easement Agreement between the Declarants, as recorded in the office of the Albany County Clerk, Albany County, Wyoming.

ARTICLE V
HOMEOWNERS ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.01 Membership. With the exception of Declarants WH, who have requested to be expressly excluded from membership in the Homeowners Association, there shall be one Membership in the Homeowners Association appurtenant to each Tract. The record Owner of the Tract (if an individual person) is the Member. If there are multiple owners of record or if the record Owner is an entity, the Owner shall designate an individual person as the Member with respect to the Tract. Spouses who own a Tract together may share a single membership. Multiple owners may not change the designation of the Member more often than once each year, except in the event of death or incapacity of the Member. In the absence of such written designation, assessments shall nevertheless be charged against the Tract and the Owner, but there shall be no right to vote the membership. If a Tract is divided, each of the two resulting portions thereof shall be considered a Tract and one Membership for each.

For the purposes of this Declaration, Declarants WH are included in the definition of Owners but are not included in the definition of Members. However, Declarants WH may elect to become Members by giving written notice thereof to the Committee. In the event WH elect to become Members, such election may not subsequently be revoked and WH, and their successors shall thereafter be Members of the Homeowners Association with all rights and obligations associated therewith. At such time as Declarants WH sell their property, the purchaser(s) shall become Members in the Homeowners Association with all rights and obligations associated therewith.

5.02 Member Rights. Although not deemed a Member of the Homeowners Association, Declarants, WH, as one Owner, shall be entitled to notice of and the opportunity to attend meetings of the Homeowners Association. The Members, as designated in accordance with the Covenants, shall be the only persons entitled to vote on behalf of the Owner at Homeowners Association meetings and elections. A Member shall be entitled to one vote for each Tract in which he/she holds the interest required for membership.

5.03 Meetings; Quorum and Voting Requirements. The Homeowners Association shall meet annually during the month of August each year. A special meeting of the Association may be called if at least 33% of the Members call for such a meeting. Except as otherwise specifically stated in these Covenants, any action to be taken by, or on behalf of the Homeowners Association requiring approval of Members, shall be deemed approved when it receives the affirmative vote of the Members who collectively hold more than fifty percent (50%) of the outstanding votes of the Homeowners Association at their first annual meeting, which shall occur August 1, 2018.

ARTICLE VI
COMMITTEE FORMATION, POWERS AND DUTIES

6.01 Committee. The specific management of the Homeowners Association shall be conducted by the Committee. Initially, the Committee shall consist of officers of VGE only. After five (5) Tracts are sold and conveyed of record, the Committee shall consist of two (2) owner Members and an officer of VGE. Thereafter, owner Members of the Committee shall be elected for one-year terms by a majority vote of the Members of the Homeowners Association at the next annual meeting of the Association. Following the sale of all Tracts, a majority of the Members of the Homeowners Association may, at any time, call a special meeting and, by majority vote, remove and replace any member or all members of the Committee. Provided however, Vista Grande Estates, LLC shall have the option to retain its positions as one of the Members on the Committee for a period not to exceed five (5) years from the date of the sale of the last Tract, so that Vista Grande Estates, LLC may assist in the initial endeavors of the Committee as the Tracts are developed.

6.02 Power and Duties. The ownership of any Lot subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in any Homeowners' Association holding title to lots and common area associated with the Subdivision. The Committee shall have the following powers and duties on behalf of the Homeowners Association:

- a. To enter into contracts, maintain bank accounts, purchase materials, labor, equipment and supplies necessary to perform functions of the Committee, and conduct all reasonable business necessary or incidental to the operation of the Homeowners Association;
- b. To maintain and repair all common roads as appropriate, and to establish and maintain reserve accounts for maintenance and repairs funded by the Owners;
- c. To assess, collect and disburse Homeowners Association funds for the purposes set forth herein;
- d. To assess Tract Owners who are Members for funds necessary for the operation of the Committee and maintenance and repair of the common area and common elements of Vista Grande Estates;
- e. To enforce the provisions of this Declaration, place liens on Tracts, and enjoin and seek damages from any Owner for violation of the Declaration;
- f. To approve or disapprove any plans and specifications submitted for architectural review in accordance with Article VII of the Declaration and to grant/deny any variance to any condition or requirement set forth herein;
- g. To maintain and operate the irrigation water distribution system within the Property, if any is established hereafter;
- h. To appoint an Architectural Control Committee; and

- i. To perform other duties and responsibilities as otherwise set forth in the Declaration.

6.03 Committee Actions/Voting. Any action by or on behalf of the Committee shall be deemed approved when such action receives the affirmative vote/approval of 2/3 (66.6%) of the Committee members.

6.04 Liability Limitations. Neither the Declarants, any Member, the Committee, nor any agent thereof shall be personally liable for (i) debts incurred by the Homeowners Association; (ii) the tort or contract of another Member, whether such other Member was acting on behalf of the Homeowners Association or otherwise; (iii) any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof; or (iv) any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises of the Homeowners Association. In the event any person attempts to impose liability upon a person whom is provided immunity from liability under this paragraph, the person making such attempt shall be liable to reimburse the immune person for all costs, fees, including attorney's fees incurred by such immune person. It is the specific intent of Declarants, on behalf of themselves, Owners, and Members that no Member will face financial liability for any action or omission they may take in carrying out their duties.

ARTICLE VII ARCHITECTURAL REVIEW/CONTROL

7.01 Design Review. The Architectural Control Committee (ACC) shall perform all architectural design review duties for all construction on any Tract.

7.02 Review Process. Whenever an Owner of a Tract wishes to construct a primary residential dwelling, an accessory building, corral or any other permanent improvement, the Owner shall submit to the ACC a complete set of building plans for such proposed construction, or a copy on 11"x17" paper and one full-size set if sufficient detail cannot be seen on the 11"x17" copy. Such building plans shall show all exterior elevations of the proposed buildings(s) and shall designate all the materials and colors to be used for all exterior materials so that the Association has sufficient information to evaluate if the proposal meets the requirements set forth herein. Additionally, the Owner shall submit color samples of all such materials for the Architectural Control Committee's review process.

Upon receipt of such plans, the ACC shall forward copies to the Declarants WH and call a special meeting of the ACC and Declarants for the purpose of reviewing the plans and samples submitted as soon as possible, but in no event shall such meeting occur later than twenty (20) calendar days from the date of their receipt of the plans and samples. The Declarants WH may submit approval or objections to the proposed construction before or at this meeting, in the same

manner as may the members of the ACC. The ACC, by majority vote, shall issue a written statement outlining the result of its review and whether it approved or denied the proposed plans and samples. If denied, the ACC shall further provide a written summary of the reasons for such denial and shall provide the same to the Tract owner who proposed the plans within ten (10) days from the date of said meeting.

7.03 Approval and Conformity of Plans. No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Property (except for initial construction of roads, infrastructure, entryway and fencing by VGE), nor shall there be any addition to or substantial change to the exterior of any residence or other structure or improvement upon a Tract or the landscaping, grading or drainage from a Tract, except in compliance with plans and specifications (collectively, "Plans") which have been submitted to and approved by the ACC, in writing.

7.04 Variances. It is the intent of these Covenants to ensure that the homes and accessory buildings constructed within Vista Grande Estates are higher quality homes in terms of construction, appearance and styling. The Declarants wish to promote a high quality of construction and appearance for each building to be constructed in the subdivision to protect each other's desired lifestyles and property values. The ACC, in exercising its architectural control, may, by majority vote, grant a variance to an Owner, upon the Owner's written request, to allow the primary residential dwelling or accessory building to be constructed, sided or roofed in some material other than those expressly permitted above. The ACC and Owners acknowledge that there may be a type of construction, siding, roofing or other materials proposed that may be otherwise prohibited herein but because of the overall high quality of construction, appearance and style of the proposed residence or building, the ACC may desire on behalf of the Owners to allow such and grant a variance.

7.05 Non-Liability for Approval of Plans. Neither the ACC, its Members, the Homeowners Association, nor the Declarants shall be liable to any Owner or other person for any damage or loss suffered or claimed on account of (a) the approval or disapproval of any Plans, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved Plans, or (c) the development or manner of development within the Property. Approval of Plans by the ACC shall not be deemed to be a representation or warranty that the Plans comply with applicable laws or regulations, including zoning ordinances and building codes.

7.06 Inspection and Approval. Any Declarant and/or member or authorized consultant of the ACC may at any reasonable time enter upon any Tract after reasonable notice to the Owner to inspect improvements constructed or being constructed on such Tract to ascertain that such improvements have been or are being built in compliance with this Declaration and Plans approved by the Committee. The Committee shall cause an inspection of Plans or premises to be

undertaken and the Committee shall respond in writing to requests for approval within 30 days of a request from any Owner as to his/her Tract.

ARTICLE VIII ASSESSMENTS

8.01 Assessments For Common Maintenance. The Homeowners Association shall establish, by a 70% vote of members present at the meeting (or represented by written proxy to a Tract owner), the annual assessment required for the repair, maintenance and improvement of the roads and common elements within the Property. So long as Declarants WH are Owners but not Members, they shall also be entitled to a vote on assessments required for the repair and maintenance of the roads as an Owner. All Owners shall be entitled to approve by majority vote an annual budget for preauthorized, routine, and emergency repair and maintenance expenses for the roads within the Property, which budget shall set the maximum amounts that may be spent by the Association for such purposes. Owners shall approve by majority vote any cost or expense for nonemergency, nonpreauthorized, nonroutine repairs and maintenance, and the amount of such expenditures shall be included in the assessments allocated for costs to each Owner. The Committee shall provide the Owners an updated copy of the cost allocations whenever the cost allocation is amended. No assessment shall be levied for the year of 2018. Thereafter, it is anticipated that there will be annual assessments for such purposes. Declarants WH's Tract shall only be assessed an assessment for repair and maintenance of the roads, not for expenses associated with the open space and any other common elements within the subdivision. Annual assessments shall be paid within 30 days from the date of the Homeowners Association's annual meeting for the next year.

8.02 Personal Obligation of Assessments. Each Owner of a Tract by acceptance of a deed for the Tract, is deemed to agree to pay to the Homeowners Association the assessments authorized by this Declaration when declared due by the Homeowners Association. The Homeowners Association is entitled to create a lien against each Tract to secure the payment of all delinquent assessments levied pursuant to this Declaration, and expenses incurred in connection with the enforcement of the lien, including interest, costs and reasonable attorneys' fees. Such lien shall be subordinate only to the existing mortgages from Owners in favor of their lender. Each lien may be enforced by appropriate judicial proceedings, and the amounts secured by the lien shall be the obligation of the Owner. An assessment becomes delinquent after 30 days.

8.03 Interest. If any assessment remains unpaid thirty (30) days after the due date, the unpaid amount shall accrue interest at the rate of eighteen percent (18%) per annum.

ARTICLE IX
GENERAL PROVISIONS

9.01 Duration. The Covenants of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by any Declarant, the Homeowners Association, and the Owners subject to this Declaration. The Covenants shall run perpetually and be appurtenant to the lands described in Exhibit A, subject to the rights of the Owners to modify them. Such modification requires the written consent of the Owners of not less than ninety percent (90%) of the Tracts.

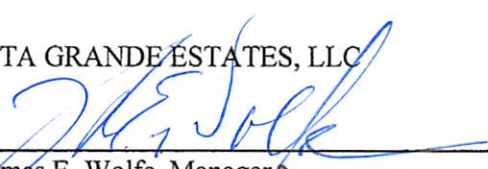
9.02 Enforcement. The Covenants may be enforced by a proceeding initiated by any Owner, any Declarant, or the Homeowners Association against any person or persons violating or attempting to violate the Covenants, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by the instrument. In the event of any enforcement action, the prevailing party in such action (whether litigation was commenced or otherwise) shall be entitled to recover from the other party all costs, fees and expenses incurred in or as a result of the enforcement action, including reasonable attorneys' fees, expert witness fees and other expenses. No delay or omission of any person having a right to enforce this Declaration shall impair any such right to enforce this Declaration to correct a violation hereof or be considered as a waiver of any violation hereof, or as acquiescence thereto.

9.03 Amendments. Any termination or amendment to this Declaration of these Covenants must be recorded in the Office of the Clerk and Recorder of Deeds for Albany County, Wyoming.

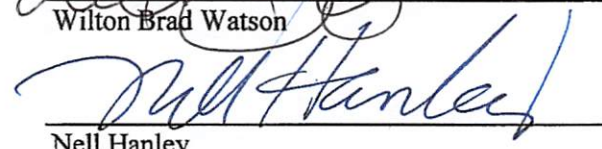
9.04 Severability. If any provision of this Declaration is held to be illegal or unenforceable, the remaining provisions shall be considered valid and enforceable.

Executed this 30th day of MAY, 2018

VISTA GRANDE ESTATES, LLC


Thomas E. Wolfe, Manager


Wilton Brad Watson


Nell Hanley

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

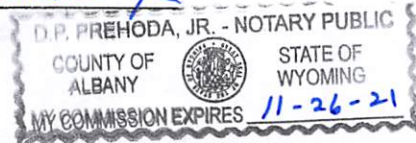
The foregoing Declaration was acknowledged before me by Thomas E. Wolfe, the authorized manager of Vista Grande Estates, LLC, a Wyoming limited liability company, this 30th day of MAY, 2018.

Witness my hand and official seal.

My Commission expires:



Notary Public



STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing Declaration was acknowledged before me by Nell Hanley, this 24 day of MAY, 2018.

Witness my hand and official seal.

My commission expires:

10/23/2020



Notary Public

STATE OF ~~WYOMING~~ ^{Texas})
) ss.
COUNTY OF ~~ALBANY~~ ^{Presidio})

The foregoing Declaration was acknowledged before me by Wilton Brad Watson, this 25th day of May, 2018.

Witness my hand and official seal.

My commission expires: 09-12-2021

Notary Public



EXHIBIT A

Lands subject to Covenants for Vista Grande Estates

The Land subject to Covenants for Vista Grande Estates includes all lands in Section 15, Township 14 North, Range 73 West of the 6th P.M. Albany County, Wyoming;

Excepting all of Lot 3, Block 4 Vista Grande Estates lying in the south half of Section 15 and the north half of Section 22, Township 14 North, Range 73 West of the 6th P.M. Albany County, Wyoming being more particularly described as follows:

A parcel of land located in the South half of Section 15, Township 14 North, Range 73 West and the North half of the Northeast Quarter of Section 22, Township 14 North, Range 73 West of the 6th P.M. Albany County, Wyoming.

Beginning at the South Quarter corner of said Section 15 being a 3.25" Aluminum Cap stamped PE/LS 4822 found;

Thence North 89° 32' 49" West 1520.50 feet along the south line of said Section 15 to a point;

Thence North 12° 15' 12" East 430.92 feet to a point;

Thence North 03° 40' 45" East 122.23 feet to a point on the south right-of-way of Vista Grande Way and a non-tangent curve to the left;

Thence continuing along said curve to the left, having a radius of 629.00 feet, arc length of 115.98 feet (chord bearing North 58° 05' 20" East 115.82 feet) to a point;

Thence North 52° 48' 23" East 113.38 feet to a tangent curve to the right;

Thence continuing along said curve to the right, having a radius of 247.00 feet, arc length of 146.14 feet, (chord bearing North 69° 45' 21" East 144.02 feet);

Thence North 86° 42' 19" East 213.87 feet to a curve to the right;

Thence continuing along said curve to the right, having a radius of 2627.00 feet, arc length of 364.63 feet, (chord bears South 89° 19' 06" East 364.33 feet)

Thence South 85° 20' 31" East 1849.76 feet to a curve to the right;

Thence continuing along said curve to the right, having a radius of 7.00 feet, arc length of 7.45 feet, (chord bears South 54° 49' 59" East 7.11 feet) to a tangent curve to the left;

Thence continuing along said curve to the left having a radius of 90.00 feet, arc length of 164.69 feet, (chord bears South 76°44'53" East 142.66 feet) to a point on the west line of Lot 5 Block 2;

Thence South 04° 39' 29" West 569.59 feet to a point on the south line of said Section 15;

Thence North 89° 30' 49" West 40.11 feet to the beginning of a non-tangent curve to the right;

Thence continuing along said curve to the right, having a radius of 274.52 feet, arc length of 199.96 feet, (chord bears South 00° 25' 42" East 195.57) feet;

Thence South 17° 56' 38" West 12.27 feet to a non-tangent curve to the right;

Thence continuing along said curve to the right, having a radius of 1485.29 feet, arc length of 813.97 feet, (chord bearing South 33° 54' 52" West 803.82 feet to a point on the south line of that certain parcel described in Document 2016-7100;

Thence North 89° 33' 11" West 58.84 feet along said south line to a 1.5" Aluminum cap stamped PE/LS 4822 found;

Thence North 89° 33' 11" West 877.88 feet to a 1.5" Aluminum cap stamped PE/LS 4822 found;

Thence North 00°20'04" East 878.74 feet to the Point of Beginning of this Description.

Said parcel contains 70.30 acres, more or less and is subject to all rights-of-way, easements and restrictions of record.

The lands subject to the Covenants for Vista Grande Estates contain a total of 600.63 acres, more or less