

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF VISTA BUTTES SUBDIVISION (RESIDENTIAL)

This *Declaration of Protective Covenants, Conditions, Restrictions, and Easements of Vista Buttes Subdivision (Residential)* are made on the date hereinafter set forth by Markle Development, LLC, a Wyoming limited liability company ("Declarant").

RECITALS

I. Declarant is the owner of certain real property located in North ½ of Section 11, Township 15 North, Range 73 West, 6th P.M., Albany County, Wyoming, described as the Vista Buttes Subdivision in the Final Plat for Vista Buttes Subdivision, filed on December 15, 2015, as Document 2015-6420, with the Clerk of Albany County, Wyoming (the "Final Plat").

II. The lands embraced within Vista Buttes Subdivision which are included within the terms and provisions of this Declaration are only those lands as depicted on the Final Plat which are south of the south right-of-way line for Skyline Road and the Skyline Road Easement, that being all of the lots in Blocks 3, 4, 5, and 6, and the private roadways lying south of Skyline Road, including Black Hawk Drive, Huey Road, Chinook Drive, Pave Hawk Road, Cayuse Drive, and Valor Road, which provide access to and from said residential lots.

III. This Declaration is adopted for the development and protection of the Vista Buttes Subdivision, and are for the benefit of all owners of residential lots, as such lots may be held, transferred and used only in a manner consistent herewith.

NOW, THEREFORE, Declarant hereby declares the property described above shall be held, sold, transferred, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, and liens (collectively, the "Covenants") as set forth herein, which shall constitute covenants running with the land and shall be binding on and benefit all parties having any right, title, or interest in the above-described property or any part of the property, their respective heirs, successors, and assigns.

COVENANTS

ARTICLE ONE: PURPOSE AND OBJECTIVE

1.01 The purpose of these Covenants is to enhance and protect the value, attractiveness, and desirability of the residential lots in the Vista Buttes Subdivision and to preserve their present natural beauty and setting; to protect Owners from the development and use of Lots within the Subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to encourage the construction and maintenance of appropriate improvements; to encourage the provision of adequate and suitable landscaping; and, to provide for the maintenance and improvement of common fire protection and interior common private roads.

1.02 No provision contained herein, nor any amendment hereto, shall be construed to prevent or limit Declarant's right to complete development of the property or the construction of improvements thereon.

ARTICLE TWO: DEFINITIONS

Unless otherwise specified herein, the following words and phrases used herein shall have the following meanings:

2.01 "Subdivision" means those residential Lots, common private roads, and easements in the Final Plat of Vista Buttes Subdivision which are more particularly described as set forth in Paragraph II of the Recitals herein.

2.02 "Declarant" means Markle Development, LLC, a Wyoming limited liability company, and its successors and assigns.

2.03 "Lot" means a platted parcel of land or any other lot, tract, or division of land within the Subdivision as shown on the Final Plat.

2.04 "Owner" means and refers to the owner of record, whether one or more persons or entities, of any Lot, or other parcel or tract or property within the Subdivision. The foregoing does not include persons or entities which hold a lien or other interest in a Lot merely as security for the performance of an obligation, or a lessee or tenant of a Lot.

2.05 "Covenants" means this *Declaration of Protective Covenants, Conditions, Restrictions, and Easements of Vista Buttes Subdivision (Residential)*, as may be amended from time to time.

2.06 "Association" means the Vista Buttes Homeowners' Association which shall consist of the Owners of the Lots within the Subdivision.

2.07 Other terms used herein shall have those meanings which are assigned to them. In the event that terms used herein are not specifically defined, then such terms shall be defined by the common usage of the word as it relates to the subject matter hereof.

ARTICLE THREE: RESIDENTIAL PURPOSE RESTRICTION

3.01 *Single Family Residential Use Restriction.* The Lots within the Subdivision are hereby restricted to residential uses and shall be used only for purposes customarily associated with a single family residence. Lots shall not be used for any apartment, multi-family dwelling, lodging or room house, or hotel. Business uses are permitted on the Lots so long as the business use does not require change in or variance of the residential zone and land use classification, the business use is a permitted home business, and is contained and carried on out of view of neighboring Lots.

ARTICLE FOUR: ARCHITECTURAL CONTROL COMMITTEE

4.01 *Architectural Control Committee.* The initial Architectural Control Committee (ACC) shall consist only of Declarant. Declarant shall remain a member of the ACC until all of the Lots in the Subdivision have been sold, unless Declarant in its sole discretions elects not to be a member of the ACC. After 20% of Lots are sold and conveyed, the ACC shall thereafter consist of three (3) members who are Owners. The ACC members, other than Declarant, shall be elected for one-year terms by a majority vote of the Association at the next annual meeting of the Association. The Association may, at any time thereafter, call a special meeting and, by majority vote, remove or replace any member of the ACC (except for Declarant). The members of the ACC shall not be entitled to any compensation of any kind for services performed by them pursuant to this provision.

4.02 *Approval by ACC.* No buildings, structures, or other improvements shall be erected, placed or altered on any Lot until the construction plans and specifications and site plan, showing the location thereof, have been approved in writing by the ACC. All ACC actions or decisions shall be by a majority vote. A site plan and the construction plans and specifications must be submitted by the Owner to the ACC for approval at least thirty days in advance of any planned construction. The ACC reserves the right to require the Owner to submit such other, additional information which it deems necessary for its determination. The ACC shall consider each plan as to quality of workmanship and materials described, harmony of the exterior construction materials, design,

and colors with existing structures, location with respect to topography and finish grade elevations, and conformance with these Covenants. The ACC shall advise the Owner in writing of its decision within fifteen (15) days of the receipt of the plans and submission of all additional information required by the ACC. In the event that the ACC disapproves of any submitted plan, it shall inform the Owner, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval (if applicable).

4.03 *Variances.* The ACC shall have full power and authority to grant a variance from these Covenants in order to prevent undue hardship to any Owner; provided, however, the variance, if granted, shall not violate the general plan of development protected and promoted by these Covenants or the appearance of the area.

4.04 *Time Within Which to Approve.* In the event the ACC, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and additional information have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction, such approval will not be required and this covenant will be deemed to have been fully complied with. In the event that any construction is commenced without having first secured ACC approval, the ACC, the Association, or any Owner may institute an action to enjoin such construction until ACC approval has been granted.

4.05 *Waiver.* Approval or permission granted by the ACC, or failure to provide approval or disapproval by the ACC, shall not constitute a waiver of the rights of the Association or any Owner to otherwise enforce the provisions of these Covenants. Obtaining permits or other approvals required by any public official or governmental agency shall be the sole responsibility of the Owner, and approval or permission granted by the ACC shall not in any way be construed to mean acceptance or approval by any public official or governmental agency.

4.06 *Liability.* Neither the ACC, nor any member of the ACC, shall be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision.

ARTICLE FIVE: PLANS AND SETBACKS

(a) *Plans.* All plans submitted to the ACC must include, at a minimum:

- i. A Computer Aided Draft (CAD) site plan, which is scalable, showing:
 1. The location and orientation of the structure(s), well, and waste water system including secondary drain/leach field, to be constructed on the Lot;
 2. The location, size and materials of all roads, paths, driveways, and sidewalks;
 3. The location of all utilities;
 4. The drainage on and across such Lot, including the means for allowing drainage to flow across or through any driveways;
 5. Any other site improvements which the Owner considers to be important and which are known at the time of the submission.
- ii. The floor plan of the structure(s) with square footage indicated;
- iii. A drawing showing the front, side, and rear exterior elevations of all structures;
- iv. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials; and,

- v. Such other information as the ACC may reasonably request.
- (b) *Setbacks and Orientation.* The proposed location and orientation of the improvements upon a Lot are important factors considered by the ACC. The ACC will generally consider and take into account, among other things, the topography of the Lot, the views, and the desire to maintain a maximum degree of symmetry, harmony and balance among all improvements situated within the Subdivision in reaching its decision. Each site plan shall be evaluated and approved by the ACC on a case-by-case basis rather than attempting to specify detailed requirements for the location and orientation of improvements. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation during the approval process:
- i. *Setbacks.* With respect to the location of improvements on a Lot, the following minimum setbacks shall be required in relation to the front, rear, and side property lines: The minimum setback from the front of all Lots shall be no less than seventy-five (75) feet. The minimum setback from both sides of all Lots shall be no less than fifty (50) feet. The minimum setbacks from the rear of all Lots shall be no less than fifty (50) feet. These setbacks shall also apply as a minimum setback as to the location of any water wells and waste water systems.
 - ii. *Orientation.* With respect to proper orientation of a dwelling, any dwelling should, unless otherwise approved by the ACC in writing, be situated upon a Lot so that the front elevation of the home generally faces the road from which the dwelling is accessed. The ACC may consider alternate orientations of the dwelling if it is in close proximity to a neighboring home and it maintains a maximum degree of symmetry, harmony and balance among all improvements situated on the Lot and adjoining lots. Additionally the ACC may consider the topography of the Lot, which merits the orientation of a dwelling in a manner other than described in this paragraph.
- (c) *Combined Lots.* An Owner combining two (2) or more Lots must carefully consider the placement and location of any dwelling and outbuildings to be constructed upon the combined Lots in light of the possible future separation and sale of the combined Lots individually. When selling individual Lots that were previously combined, each Lot (when separated) is subject to the minimum setback requirements set forth above. An Owner who has combined two (2) or more Lots and who has constructed a dwelling on one of the Lots and an outbuilding on the other Lot, may not separate the Lots for individual sale unless demonstrating that each Lot complies with the setbacks. Notwithstanding anything to the contrary, the interior property lines of combined Lots may be disregarded and the applicable setbacks shall be computed from the exterior property lines of combined Lots if the combined Lots are not thereafter separated. If an Owner proposes to combine two (2) or more Lots and the proposed improvements on the Lots will be located in such a manner that the Lots cannot be later separated due to the setback requirements, then the Owner shall formally vacate the Lot line and make the property a single Lot. For purposes of assessments, membership in the Association, and other matters herein combined Lots shall remain a separate Lot, unless the Lot line is formally vacated and the property made a single Lot which cannot be later separated.

ARTICLE SIX: STANDARDS RELATING TO CONSTRUCTION OF IMROVEMENTS

6.01 *New Construction.* All dwelling and outbuilding construction shall be new, on-site

construction. No structure shall be moved from any location outside of the Subdivision onto any Lot within the Subdivision. No manufactured home, modular home, mobile home, trailer, or any structure of a temporary character shall be placed or used on any Lot either temporarily or permanently. However, this provision shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and/or selling dwellings; provided the temporary structure is present for no more than twelve (12) months and that the ACC shall have the authority to order the removal of said temporary structure(s) whenever in its sole discretion the same have been on the premises an unreasonable length of time.

6.02 *Construction Code Requirements.* All building construction shall comply with the building codes, rules, and regulations existing in Albany County, Wyoming. All construction and improvements shall comply with the applicable zoning laws for Albany County, Wyoming, and, with the standards set forth in these Covenants.

6.03 *Similarity in House.* While compatibility of residential home design is desired, the appearance of track housing is not desired. Unless approved by the ACC, a proposed dwelling, which has an exterior elevation and design appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction, may not be built in close proximity to the dwelling which already exists, is under construction, or which was previously approved for construction. "Close proximity" is as determined by the ACC.

6.04 *Completion of Construction.* Once construction is begun on any residence, such construction shall be completed within twelve (12) months following the date on which such construction was commenced. The construction of all other structures or improvements must be completed within the time period established by the ACC in its approval of such structure or improvement.

6.05 *Dwelling.* Upon each Lot there may be erected one private dwelling house used for habitation of one family. In addition to the Dwelling, the Owner may erect those other structures which are customary incidental to single family residential use as provided herein.

6.06 *Minimum Dwelling Size.* Any single-story dwelling constructed on a Lot shall have a minimum fully enclosed ground floor area devoted to living purposes of one thousand five hundred (1,500) square feet, exclusive of porches, terraces, basement, and attached garages. Any multi-level dwelling constructed on a Lot shall have a minimum fully enclosed ground floor area devoted to living purposes of one thousand five hundred (1,500) square feet, exclusive of porches, terraces, basement, and attached garages.

6.07 *Garage.* All dwellings constructed on any Lot, at the time of initial construction, shall include an attached or detached garage with no less than two (2) car spaces and no less than five hundred seventy-six (576) square feet. No detached garage under this provision shall be larger than eight hundred (800) square feet.

6.08 *Accessory Structures/Outbuildings.* No more than two outbuildings, exclusive of the required garage set forth in Paragraph 6.07 above, shall be permitted on any Lot. Outbuilding is intended to mean and include accessory buildings or structures that are detached from the principal dwelling, and which are customarily incidental and subordinate to the principal dwelling and use of the Lot as a single family residence, such as a private garage, shop, barn, or shed. All outbuildings shall have a minimum roof pitch of 4/12. The maximum height of any outbuilding, at its highest point, shall not exceed twenty-five (25) feet from the lowest point of the finished grade. No single outbuilding shall exceed a total footprint area of five thousand (5,000) square feet, exclusive of porches, shed roofs, carports, and lean-tos which may be constructed with and attached to the outbuilding. The total footprint of all outbuildings shall not exceed six thousand six hundred (6,600) square feet. All outbuildings shall be compatible in design and color schemes to the dwelling. Engineered, pre-fabricated outbuildings are permissible so long as they comply with all other requirements of these Covenants. Any plan for an outbuilding must be submitted to and approved by the ACC. The distance and location of any outbuilding in relation to the dwelling must be approved by the ACC, the intent being that the respective outbuilding must be

appropriately integrated with the dwelling.

6.09 *Exterior Appearance.* Unless otherwise approved in writing by the ACC, dwellings and outbuildings shall be compatible with the natural surroundings. Dwellings shall have no less than twenty-five percent (25%), exclusive of fireplace chimneys, of the front exterior elevation surface covered with color appropriate natural stone, precast stone or brick. The exterior of all outbuildings, including colors and finishes, shall be of similar color to the primary dwelling, and must be approved by the ACC.

6.10 *Roofs.* All roofs shall be rustic, of earth colored tile, shingles or shakes, or similar appearing material. Metal roofs, except metal roofs which are not coated or lined with an earth colored material so as to prevent reflection, are allowed. Roofing material must be of a minimum quality threshold of at least laminated asphalt shingles with a minimum thirty (30) year manufacturer warranty. All roofing must be approved by the ACC. The roofs of any outbuildings must match, as close as possible, the color of the roof of the dwelling, it being understood that the outbuildings are likely to have metal roofs.

6.11 *Maximum Building Height.* The maximum building height of any building, unless otherwise specified in these Covenants, shall not exceed thirty-two (32) feet. All heights shall be measured at any cross section of the structure from the lowest grade to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but excluding solar collectors, shall be excluded in determining the maximum height.

6.12 *Rebuilding or Restoration.* If any dwelling or outbuilding is destroyed in whole or part, it must be rebuilt or all debris must be removed and the Lot restored to sightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time not to exceed twelve (12) months from the date the damage occurred unless a longer period is otherwise approved by the ACC due to weather or unusual circumstances.

6.13 *Fencing.* Any fencing erected is subject to the approval of the ACC. No cross fencing of Lots shall be permitted. No barbed wire or smooth wire fence shall be permitted on any Lot.

6.14 *Septic Tanks.* Sewage shall be disposed of only by and through public sewage system or a septic system of adequate dimensions and capacity and of a type approved by an agency of the State of Wyoming (e.g. Wyoming Department of Environmental Quality) and/or its political subdivisions (e.g. Albany County) having jurisdiction over the same. Buildings and other improvements must be located on the Lot such that there exists adequate area for proper dimensions and setbacks for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain/leach field location. No sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water or natural drainage in or adjacent to the above-described real property. No outside toilets or privies shall be permitted on any Lot. All toilet facilities must be a part of a dwelling or outbuilding, and shall be of a modern flush-type and connected with a public sewage system or proper septic system.

6.15 *Water Wells.* New water wells must be permitted by the Wyoming State Engineer, and must comply with all applicable regulations of the State of Wyoming and Albany County. New water wells must be located a minimum of fifty (50) feet from any Lot boundary line.

6.16 *Drainage.* All drainage from any Lot, dwelling unit, and/or driveway shall be directed toward existing water drainage courses and away from neighboring Lots (except to the extent that neighboring Lots contain drainage easements). No building, landscaping, or other site improvements shall be allowed to interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole.

ARTICLE SEVEN: GENERAL LOT USE STANDARDS AND RESTRICTIONS

7.01 Further Subdivision. Lots owned by Declarant may be further subdivided at any time in compliance with local land use and subdivision regulations, as may be applicable. Owners shall fully cooperate with Declarant in the additional subdivision, if any, of parcels owned by Declarant, and shall not object to any additional subdivision of Lots owned by Declarant. Once a Lot has been sold by Declarant it may not be further subdivided except for once (into two resulting parcels), but only if: (a) the Lot being divided has been annexed into the City of Laramie; (b) a municipal water supply used for domestic water and a municipal sewage system is connected to or available to the Lot; (c) neither of the two resulting parcels of the Lot shall be less than one and one-half (1.5) acres, if permissible by the then-existing code; and (d) both resulting parcels of the Lot shall each be subject to these Covenants and each shall be considered thereafter as a "Lot" for purposes of voting, assessment, enforcement, and remaining matters set forth herein.

7.02 Easements and Rights of Ways. Easements and rights of way as shown on the Final Plat are hereby reserved, for the benefit of each Lot, across, under and through the aforesaid real property for ingress and egress to and from the public ways, and utilities including but not limited to wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction, maintenance and repair. Provided, however, that said easements and rights of way shall be for underground service of such utilities and no overhead utilities shall be permitted on any of the Lots except where such overhead utilities are presently in existence. Upon the completion of any disturbance related to the construction, maintenance, repair or removal of any utilities, all disturbances shall be reclaimed within one year.

7.03 Quiet Enjoyment of Property. No business or activity of a noxious or offensive nature may be conducted upon any Lot, nor shall any activity be permitted on any Lot which may be or may become a nuisance or annoyance to the neighborhood.

7.04 Lighting, Sound, Odors. No noxious activity, lights, sounds or odors shall be carried on upon any Lot, including but not limited to the following:

- (a) If night lighting is installed on any Lot, the Owner shall only install lighting which does not disrupt the dark skies over the Subdivision. No lights shall be emitted from the property which is unreasonably bright or causes unreasonable glare, or which casts upon the property of another. All yard or area lighting shall be shielded and face downward, away from neighboring properties and roads.
- (b) No sound shall be emitted from any Lot which is unreasonably loud or annoying. The Lot sizes are established and the setback distances have been fixed so as to limit the likelihood of occupants of one Lot bothering the occupants of another Lot. So far as reasonably possible, each occupant will curtail noisy activities so as to be relatively inaudible to the neighbors.

7.05 Maintenance. The entire Lot including improvements thereon, shall be kept and maintained by the Owner and all occupants thereof in a clean, safe, attractive and slightly condition and in good repair. No scrap lumber, clippings, waste, metals, bulk materials, refuse, trash, or debris shall be kept upon the Lot. Building materials shall be neatly stacked and covered so as not to be visible from the road. Firewood and posts will be neatly stacked.

7.06 Trash and Dumping. No trash, garbage and other waste shall be kept upon any portion of a Lot except in sanitary containers (e.g. dumpsters); all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view of all neighbors and all roadways. No Lot shall be used or maintained as a dumping ground for rubbish, junk, trash, junk vehicles, unlicensed vehicles, discarded appliances, pipe, wire, lumber, garbage or other waste of whatever description. The burning of waste or refuse on the property is prohibited. No incinerators shall be constructed or installed on any Lot.

7.07 Construction Debris. The requirement for enclosure of dumpsters or other disposal containers, set forth above, shall not apply during the construction of any residence on the Lot. However, during construction, it shall be the Owner's responsibility to insure that all construction related materials, trash, waste and debris shall be contained on the Lot. All building materials must be secured and protected.

7.08 Temporary Stays. Temporary stays in recreational tents, motor homes or campers by Owners or Owner's guests are permitted, provided that no temporary stay shall exceed thirty (30) days in duration.

7.09 Vehicles and Equipment. Recreation vehicles, including but not limited to motor homes, campers, ATVs, and snow machines, shall not be stored on the Lot unless enclosed in a garage, storage building, or otherwise concealed out of view of neighbors and roads. All machinery and equipment, except that being currently used for construction purposes, must be stored out of view of neighbors and roads. All vehicles parked in view of neighbors on a regular basis must be in operating condition. Any vehicle or equipment which is stored outside must be stored in an organized manner, such as in a single-row fashion, parked behind outbuildings, or concealed by landscaping in an effort to conceal from public view. All vehicles and equipment maintained on a Lot must be owned by the occupant of that Lot.

7.10 Obligation to Conceal from View. Any tanks (for the storage of water, oil, petroleum, or other fluids), pumps, solar devices, chimney flues, hot tub pumps, or any other mechanical equipment must be aesthetically concealed from view on all sides and shall be shielded in a manner so as to minimize visibility and noise. No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

7.11 Signs. No signs or billboards of any kind shall be displayed without the approval of the ACC, except: (a) Signs as may be required by legal proceedings and governmental permitting agencies; (b) Signs used by Declarants in connection with the development of the real property or sale of Lots; or (c) Signs indicating that a dwelling or Lot is for sale. Only one sign per Lot shall be allowed. No outdoor signs for permitted home business uses shall be permitted.

7.12 Utilities. All electrical service, telephone lines, and other utilities not already in existence at the time of the execution of these Covenants shall be placed underground.

7.13 Towers and Antennas. No radio tower, television tower, cell phone tower, or beacon or any other visible construction as high as the treetops for any purpose whatsoever, shall be erected or permitted on any Lot. No antenna for private personal use, which is higher than the roofline of the primary residence, shall be permitted.

7.14 Satellite Dishes. Satellite dishes are permitted but must measure no more than thirty (30) inches in diameter. Satellite dishes must be located and designed to take into account adjacent Lot Owner's views and must be concealed from the views from the roadways that serve the Subdivision.

7.15 Solar Panels & Wind Turbines. Solar collectors are permitted only with prior approval of the ACC, but in all events must be attached to the roof of the primary dwelling or outbuildings and the solar collector(s) must blend with the roof line to the greatest extent possible. No freestanding collectors are permitted. Wind turbines are prohibited.

7.16 Pets and Animals.

- (a) **Domestic Pets.** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off of the Owner's Lot. A maximum of four (4) domestic pets will be allowed to reside at each Lot; provided, however, the Association may grant a variance to an Owner who moves into a home on a

Lot already owning more than the permitted number of pets until the pet(s) die, at which time the variance shall expire and that Lot shall thereafter abide by the maximum pet numbers herein. All Owners shall insure that any pets shall not be a nuisance to any other Owner or resident. Pet kennels and dog runs may be permitted by the ACC, but shall be screened from the view of other Lots and roads which serve the Subdivision. No pet of any kind shall be permitted which, in the opinion of the ACC or the Association, makes an unreasonable amount of noise or odor or which is a nuisance.

- (b) *Livestock – Limited Horses.* No livestock nor any grazing animal may be kept on any Lot except as follows: No more than three (3) horses may be kept on a Lot at any given time, and if so kept, shall be kept confined within an area approved by the ACC. If horses are kept on a Lot, a barn/loafing shed shall be installed to provide each horse with not less than one hundred fifty (150) square feet of covered space. The barn/loafing shed shall be constructed prior to keeping of horses. All horses shall be exercised by the Owners and properly cared for. Horses may be turned out on the Lot, but the Lot must be fenced in a manner to retain the horses within the Lot boundaries. Grazing within the lot must be managed so that the natural vegetation does not become damaged beyond its ability to grow (no over-grazing). The Association has the power and authority, at any time, to give notice to the Owner that the Owner's horses must be stalled or pinned to allow sufficient time for the natural vegetation to recover. If such notice is given, the Owner must comply within forty-eight (48) hours.
- (c) *4-H Type Animals (lambs, pigs, llamas, chickens, etc.).* Other animals of a 4-H type are allowed, but the total number of all animals, including horses, shall not exceed six (6), unless otherwise approved by the Association. In order to keep and maintain these types of animals a membership in a club is not required. In no event shall an Owner have or maintain any roosters.
- (d) All persons keeping livestock or pets in the Subdivision shall be strictly responsible for insuring that they are kept within their own Lots. Any animals allowed to stray or wander beyond an Owner's boundary shall be subject to confiscation and the Owner held liable for any costs or damages sustained in connection with such animal. The Lot, specifically the area used for animals, shall at all times be maintained in a clean and sanitary condition, and no manure or feces shall be allowed to accumulate to a level that can be smelled by an adjoining Lot. No animals that are kept on a Lot shall be permitted to become a nuisance, either by noise or odor, to other Owners or residents. All animals on the Lot shall be owned by the occupant of the Lot, no person shall board animals for others.

7.17 *Removal of Materials.* Earth or gravel shall not be removed from the surface of any Lot except for improvement or leveling on the Lot involved.

7.18 *Minerals.* No derrick or other structure for use in boring for oil or natural gas or other mining operation may be erected, placed or permitted on any Lot, nor shall any oil, gas, petroleum or other hydrocarbon minerals be produced or extracted therefrom, nor shall any other mining or commercial or exploitative operation be conducted on any Lot.

ARTICLE EIGHT: LANDSCAPING

8.01 *Landscaping.* In order to enhance the long-term value, appearance and enjoyment of the Lots subject to these Covenants, it is the plan for the property that trees, shrubs and other vegetation be planted on the Lots. Installation of all required landscaping shall be completed within twelve (12) months after completion of construction of the dwelling. Landscaping shall be done so as to not have an adverse effect on access to utilities or

drainage easements, and so as to not interfere with vision at roadway intersections. Landscape features shall be kept reasonably free of noxious weeds, refuse, and miscellaneous trash.

- (a) *Trees.* Each Lot Owner shall plant and maintain no less than twelve (12) trees of any variety which shall have the following minimum height requirements: any coniferous tree shall be no less than six (6) feet tall when planted; and, any deciduous tree shall be no less than two (2) inches in diameter caliper when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees in addition to the required twelve (12) trees; any additional trees are not required to meet the minimum height requirements. Trees are to be planted in accordance with the recommendations of the Natural Resource Conservation District, equivalent agency, or consulting service as to spacing, placement and type. Irrigation systems for trees and shrubbery are required to ensure survivability. Any trees that die shall be replaced within that growing season with tree(s) of a size required when originally planted.
- (b) *Turf/Yards.* All surface areas within the boundaries of a Lot not otherwise occupied by structures shall be covered with native ground cover or other grass of the Lot Owner's choice, trees, shrubs, or other landscaping elements such as rocks, wood chips, bark, or mulched or graveled material. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn.

8.02 *Restoration of Site.* Upon completion of any construction, the Owner shall restore any portion of the Lot so disturbed to at least its pre-construction condition, with a native turf mix or other grass of Owner's choice, within one year following construction.

ARTICLE NINE: ROADS & FIRE PROTECTION

9.01 *Roads.* As indicated on the Final Plat, until such time as Albany County may elect to dedicate the roads to the public and declare such as County roads open to the public, the interior roads within the Subdivision are private roads only for the use of the Owners, their families, guests and invitees and others which may provide service to the Owners, including, but not limited to, school transportation, mail and parcel delivery, and other traffic which is customarily associated with the service of residential neighborhoods.

- (a) *Maintenance.* The maintenance and improvement of the private roads, including snow removal, shall be borne by the Owners through the Association. All private roads shall be constructed, maintained, and improved as roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, scraping, ditching, snow removal, and dust control, as necessary, in the sole discretion of the Association. In addition the Association may procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Association on the private roads. Cost of maintenance for the interior common private roads shown within the Subdivision shall be apportioned among and assessed to all Owners within the Subdivision. The Association may resolve to assess each Lot for a special assessment to pay for any emergency repairs, extraordinary costs and/or any major improvements to the private roads. The Association shall only be required to maintain and improve the private roads in a reasonable manner.
- (b) *Traffic Control.* The Association shall have no obligation, responsibility, and/or duty to police, enforce, control, or take any other action pertaining to and/or concerning the use of the private roads, nor shall the Association have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that it may deem appropriate.

9.02 *Fire Protection.* As indicated on the Final Plat, a water storage facility (i.e. Fire Protection Tank) is located North of Skyline Drive and West of Chinook Drive for the benefit of all property within the entire Vista Buttes Subdivision. The maintenance, upkeep, and management of the Fire Protection Tank and Fire Protection Tank Easement, including but not limited to refilling of the storage tank, is the responsibility of the Owners through the Association in cooperation with those other lot owners in Vista Buttes Subdivision lying North of Skyline Drive. The Association shall assess all Lots equally for the cost of maintenance, upkeep, and management of the Fire Protection Tank, and may resolve to assess each Lot for a special assessment to pay for any emergency repairs or extraordinary costs for said maintenance, upkeep and management.

ARTICLE TEN: HOMEOWNERS' ASSOCIATION

10.01 *Establishment.* Declarant or a majority of the Owners of Lots within the Subdivision shall have the right to form an incorporated homeowners' association for the purposes of: (i) enforcing these Covenants; (ii) appointing members to the ACC as set forth above; (iii) promoting the common interest of its members/shareholders; (iv) maintaining, managing, and insuring common real and personal property assets in, on, or appurtenant to the Subdivision; (v) assessing its members/shareholders for the costs of management of the Association; and, (vi) providing an organization entity for the activities and common interests of the Owners.

10.02 *Membership/Shareholders.* When the Association is formed, all Owners, inclusive of Declarant for any unsold Lots, shall automatically become members of the Association and shall be bound by the terms and conditions of these Covenants, the Articles of Incorporation, the Bylaws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under the Articles and/or Bylaws. One share of stock in the Association shall be issued for each Lot.

10.03 *Administration.* The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation, and the Bylaws of the Association, as may be amended from time to time. The Bylaws shall set forth matters such as the offices, voting eligibility, and voting procedures. The Association shall pay all annual fees of a nonprofit corporation, routinely update its registered agent, and perform such other filings and requirements to keep its status in good standing and current with the Wyoming Secretary of State. The Association shall also file its annual tax returns.

10.04 *Assessments.* The Association shall fix the amount of the assessment for the cost of: (i) Maintenance, upkeep, operation, and management of the common private roads within the Subdivision; (ii) Maintenance, upkeep, operation, and management of any common areas, including but not limited to landscape easements within the Subdivision; (iii) Maintenance, upkeep, and management of the Fire Protection Tank and Fire Protection Tank Easement located North of Skyline Road and West of Chinook Drive, in cooperation with those property owners or association of property owners in Blocks 1, 2, and 7 of Vista Buttes Subdivision as shown on the Final Plat; (iv) Taxes and special governmental assessments and insurance costs (if any) assessed against or for the common areas; (v) Costs of organization and maintenance of the entity; and/or (vi) Cost of enforcing and obtaining compliance with these Covenants. The assessment on each Lot, excluding any special assessment which may be made, shall be equal to four hundred eighty dollars (\$480) per year; provided, however, the amount of assessment contained herein shall be reviewed by the Association, and may be increased as necessary to cover those costs as set forth above. Payment of assessments may be in such increments (e.g. monthly, quarterly, semi-annually, or annually) as the Association may, from time to time, determine appropriate. For purposes of allocating assessments (and votes in the Association), until a Lot is initially sold or conveyed by Declarant, all Lots which are owned by Declarant shall be considered as a single Lot.

10.05 *Failure to Pay Assessment.* In addition to other enforcement and remedies set forth herein, any Owner which is not current on all Assessment payments shall not be allowed to cast his/her vote at any meeting of the Association.

10.06 *Interest on Assessments.* Assessments not timely paid within thirty (30) days after billed by

the Association shall accrue interest thereafter until paid at the rate of 7% per annum or the statutory rate of interest, whichever is greater.

10.07 *Assessments to be a Lien Against Property.* The obligation to pay regular and special assessments runs with the Lot and binds all future Owners of each Lot regardless of when such Owner acquired such Lot. Assessments, interest thereon, and the cost of enforcing and collecting past due assessments, including reasonable attorneys' fees of the Association, shall constitute a lien against the title to each Lot superior to all other liens and encumbrances other than taxes and governmental assessments. The lien created by these Covenants attaches on the due date of the assessment. Any delinquent balance shall survive the conveyance or foreclosure of the Lot and shall become an enforceable obligation of the person(s) taking title to such Lot.

10.08 *Lien Enforcement.* In the event that any Owner shall fail to make his, her, or its annual or special assessment assessed by the Association, said assessment may be collectable and the lien created thereby enforced in an action brought before a court of competent jurisdiction. In any such action brought by the Association, the Association shall be entitled to recover all costs incurred by it in such action, including, without limitation, reasonable attorneys' fees and costs.

ARTICLE ELEVEN: GENERAL PROVISIONS

11.01 *Term.* These Covenants are to run with the land and shall be binding upon all Owners of Lots and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time, said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths (3/4ths) of the then Owners have been recorded agreeing to terminate said Covenants in whole or in part. However, the provisions relating to maintenance of the common roads and common fire protection shall not be permitted to terminate with the other covenants without the prior approval of the County Commissioners of Albany County, or other governmental entity then having jurisdiction, and unless provisions are otherwise made for the continuation of said maintenance.

11.02 *Enforcement.* Enforcement of these Covenants shall be by any proceeding at law or in equity against any Owner or persons violating or attempting to violate the provisions or restrictions of these Covenants, either to restrain violations or to recover damages, or both, and, in addition, to recover from the parties so violating these Covenants, reasonable attorneys' fees and costs required in the proceedings either to enjoin the violation or to recover damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or a different provision within these Covenants. These Covenants can be enforced by any legal or equitable Owner, the Association, the ACC, or the Declarant (its successors and assigns).

11.03 *Amendment.* Declarant and Declarant's successors and assigns shall have the exclusive right, within twenty-four (24) months from the date of the recording of these Covenants to make any changes in these Covenants, which Declarant deems, in Declarant's absolute discretion, beneficial to the Owners of the majority of the Lots in the Subdivision and which do not alter the overall character of the Subdivision. By acceptance of a deed or by entering into a purchase contract with Declarant, all Owners shall be deemed to have delegated to Declarant the power and right to make changes in the Covenants for a twenty-four (24) month period. Otherwise, these Covenants may be amended at any time, by the affirmative vote of three-fourths (3/4ths) of the then Owners. Whenever a vote of the Owners is required, an Owner of a Lot shall be entitled to one (1) vote for each Lot owned within the Subdivision. Any changes shall be reduced to writing and filed with the Clerk of Records for Albany County, Wyoming in order to be valid and enforceable.

11.04 *Immunity.* The Declarant, the ACC (or any member of the ACC), and the Association (and its directors and officers acting within the scope of their authority) shall not be liable to any Owner, their invitees, guests, agents, heirs, assigns, or any other persons, whether for the use of the roads or otherwise, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in these Covenants, or in the discharge, performance and/or failure to perform, any of the

obligations of the Association set forth herein, including, but not limited to, the maintenance and improvement of the common roads and/or common fire protection.

11.05 *Severability*. Invalidation or unenforceability of any one of these covenants, conditions, or restrictions, whether by judgment, court order, or otherwise, shall in no way affect the validity or enforceability of any of the other provisions, which shall remain in full force and effect.

DATED this 29 day of JULY, 2016.

MARKLE DEVELOPMENT, LLC

By: Brandon Markle
Its: Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing *Declaration of Protective Covenant, Conditions and Restrictions of Vista Buttes Subdivision (Residential)* were acknowledged before me by Brandon Markle as Managing Member of Markle Development, LLC on this 29th day of July, 2016.

Witness my hand and official seal.



Mitchell Edwards
Notary Public

My commission expires: 6-8-2017

NICHOLAS & TANGEMAN, LLC
170 North Fifth Street
PO Box 928
Laramie, WY 82073-0928