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## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Estates at Sandstone, LLC, of 1750 Sunset, Rock Springs, Wyoming 82901 ("Declarant"), is the owner in fee simple of real property located in Sweetwater County, Wyoming, and known by official plat designation as Estates at Sandstone Planned Unit Development, a planned unit community of the City of Rock Springs, Wyoming, pursuant to a plat recorded on July 31, 2006, in the Official Records of Maps of Sweetwater County, Wyoming, in Book of Plats Number 467, to-wit:

A tract of land located in the Upland Addition to the City of Rock Springs, Sweetwater County, Wyoming, said parcel being a portion of Lot 1, a portion of Lot 2 and a portion of Lot 4 and is more particularly described as follows:

Commencing at the Northwest corner of said Lot 1;

Thence North 89°53'20" East (North 89°52'41" East – plat) along the northerly boundary of said Lot 1 for a distance of 790.00 feet to the northeast corner of said Lot 1;

Thence continuing North 89°53'20" East (North 89°52'41" East – plat) along the northerly boundary of said Lot 4 for a distance of 71.25 feet;

Thence South 30°45'37" West for a distance of 286.19 feet;

Thence South 82°41'24" West for a distance of 15.22 feet to a point which lies on the easterly boundary of said Lot 1;

Thence continuing South 82°41'24" West for a distance of 98.62 feet;

Thence South 0°53'05" West for a distance of 47.12 feet to a point which lies on the northerly boundary of said Lot 2;

Thence continuing South 0°53'05" West for a distance of 6.45 feet;

Thence South 87°23'22" West for a distance of 43.33 feet to a point which lies on the northeasterly boundary of the Ryan J. and Colleen R. Meduna tract described in Book 972, Page 1042 in the records of the Sweetwater County Clerk;

Thence North 51°52'00" West (North 52°02'27" West – deed) along the northeasterly boundary of said Meduna tract for a distance of 24.55 feet to a point which lies on the northerly boundary of said Lot 2;

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Thence continuing North 51°52'00" West (North 52°02'27" West – deed) along the northeasterly boundary of said Meduna tract for a distance of 79.46 feet to the most northerly corner thereof;

Thence South 56°48'27" West (South 56°48'00" West – plat) along the northwesterly boundary of said Meduna tract for a distance of 109.29 feet to the most westerly corner thereof;

Thence North 33°11'21" West (North 33°12'00" West – plat) along the southerly boundary of said Lot 1 for a distance of 133.15 feet to a point which is the beginning of a tangent curve to the left having a radius of 149.00 feet;

Thence northwesterly along said curve and along the southerly boundary of said Lot 1 through a central angle of 56°30' for an arc distance of 146.93 feet;

Thence North 89°41'21" West (North 89°42'00" West – deed) along the southerly boundary of said Lot 1 for a distance of 188.52 feet;

Thence North 0°18'40" East (North 0°18'01" East – deed) along the westerly boundary of said Lot 1 and along the west line of Section 24, Township 19 North, Range 105 West for a distance of 130.00 feet to the Point of Beginning.

The above described tract contains an area of 3.929 acres, more or less and is subject to any rights-of-way and/or easements which have been legally acquired. The basis of bearing for said parcel is the Union Pacific-Rock Springs coordinate system bearing of North 0°18'40" East along the west line of the northwest quarter of Section 35, Township 19 North, Range 105 West.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots and the common area constituting the planned unit development, Declarant declares that all of the described real property and each part of the property shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land, and shall be binding on all parties having any right, title, or interest in the described property or any part of that property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of the property.

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## ARTICLE ONE. DEFINITIONS

A. "Association" shall mean and refer to Estates at Sandstone Homeowners Association, its successors and assigns.

B. "Common area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

C. "Declarant" shall mean Estates at Sandstone, LLC and Declarant's heirs, successors, and assigns, provided such successors or assigns acquire more than one undeveloped lot from Declarant for the purpose of development.

D. "Lot" shall mean any plot of land shown on the recorded planned unit development map referred to above with the exception of the common areas.

E. "Maintenance" shall mean the exercise of reasonable care to keep homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

F. "Member" shall mean every person or entity who holds membership in the Association.

G. "Mortgage" shall mean a conventional mortgage or a deed of trust.

H. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

I. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot that is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation, i.e., mortgage company.

J. "Premises" shall mean the area including the Common areas and each Lot.

K. "Planned Unit Development" shall mean the real property described above and such additions to the property as may be brought within the jurisdiction of the Association as provided in this declaration.

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## ARTICLE TWO. ASSOCIATION

A. Every Owner of a lot shall be a member of the Association which shall be a non-profit corporation organized under the laws of the State of Wyoming for the general welfare and benefit of the Owners. The Association, through its Board of Directors, officers and committees, shall take appropriate action to manage, maintain, repair, replace, and improve the Common Areas together with all improvements located thereon, to pay taxes thereon, to perform related activities, and to perform all other functions and duties assigned to the Association by this Declaration, by the Articles of Incorporation or Bylaws of the Association, or properly delegated to it by its members. Membership shall be appurtenant to and may not be separated from ownership of a lot. All provisions of the Declaration of Covenants, Conditions and Restrictions shall apply to all owners, occupants, guests, and invitees of any lot. Every Owner shall cause all occupants, guests, and invitees of his or her lot to comply with the Declaration of Covenants, Conditions and Restrictions and shall be responsible for all violations and losses caused by such persons, notwithstanding the fact that such persons also are fully liable and may be sanctioned for any violation.

B. The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members; and the vote for the lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Declarant, who shall be entitled to exercise five votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the project is completed with all homes built and sold by Declarant.

C. The affairs of the Association shall be conducted by the Board of Directors and such officers and committees as the Board may elect or appoint in Accordance with this Declaration or the Articles and Bylaws of the Association. The Board shall consist of three (3) members, who shall serve staggered terms, and upon vacancies shall be elected at each annual meeting of the members of the Association, or at any special meeting of the members of the Association called for such purpose. Members of the Board who are elected during the Class B membership period need not be Owners; however, all members of the Board elected after the expiration of the Class B Membership period shall be Owners, the spouses of Owners, domestic partners, or trustee of an Owner that is a trust. The initial Board of Directors shall be composed of Patricia Anselmi, Dallas Valdez and George Lemich who shall serve during the Class B Membership period.

D. The Board of Directors shall meet from time to time (in person, by telecommunications or other convenient method) as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Board of Directors.

E. In the event any Owner shall be in arrears in the payment of any amount due under any provisions of this Declaration for a period of fifteen (15) days after the date specified on the billing therefore, or shall be in default in the performance of any of the terms of the Declaration for a period of fifteen (15) days after notice from the Association thereof, said Owner's right to vote as a member of the Association, if any such right exists, shall be automatically suspended and shall remain suspended until all payments are brought current and all defaults cured.

### **ARTICLE THREE. ASSESSMENTS**

A. Lien and personal obligation of assessments. Declarant covenants for each lot within the Planned Unit Development, and each owner of a lot is deemed to covenant by acceptance of the owner's deed for the lot, whether or not it shall be so expressed in the deed, to pay to the Association: (1) annual assessments; and (2) special assessments for capital improvements. These assessments will be established and collected as provided below in this instrument. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due and payable; but such personal obligation shall not pass to the successors in title of that person or persons unless expressly assumed.

B. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Planned Unit Development, and for the improvement and maintenance of the common areas and of the homes situated within the Planned Unit Development. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

1. Maintenance and repair of the common areas and all landscaped areas established for the common benefit of the residents.
2. Water, sewer, garbage, electrical lighting, telephone, gas, and other necessary utility service for the common area including snow removal.

  
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3. Acquisition of furnishings and equipment for the common area as may be determined by the Association, including, but not limited to, all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

4. Maintenance and repair of common area improvements, including, but not limited to, street lighting, street signs, fencing, water lines, storm drains, sanitary sewers, and private streets and driveways within the confines of the Planned Unit Development, subject to applicable local and state laws.

5. Fire insurance covering the full insurable replacement value of the common area improvements, with extended coverage.

6. Liability insurance insuring the Association against any and all liability to the public, to any owner or owners, or to the invitees or tenants of any owner or owners arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

7. Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association.

8. A standard fidelity bond covering all members of the board of directors of the Association and all other employees of the Association in an amount to be determined by the board of directors.

9. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments that the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

10. The establishment and maintenance of such cash reserves as the Association in its sole discretion deems reasonably necessary for the maintenance and repair of the improvements for which it is responsible and for unforeseen contingencies.

The Association shall be the sole judge as to the appropriate maintenance of all common areas, and each owner shall be responsible for the maintenance of each lot in a clean and safe condition and free of rubbish and debris. In the event that the need for maintenance or repair is caused through the willful or negligent act of an owner, his or her family, guests, licensees, lessees or invitees, the cost of such maintenance or repair shall be paid by such owner, upon demand, to the Association; and the Association may

enforce collection of such amounts.

**C. Initial and Maximum annual assessment.**

1. Upon conveyance of each lot by Declarant to an owner or owners, the owner shall pay an assessment of Three Thousand Dollars (\$3,000.00) upon delivery of the deed to the property.

2. Until January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner or owners, the maximum annual assessment shall be One Thousand Eight Hundred Dollars (\$1,800.00) pro rated monthly.

3. From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner or owners, the maximum annual assessment may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the members.


4. From and after January 1 of the year immediately following the conveyance of the first lot by Declarant to an owner or owners, the maximum annual assessment may be increased above twenty percent (20%) by the vote or written assent of a majority of each class of members.

5. The board of directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

**D. Special assessments for capital improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related to the common area. Any such assessment must be approved by a majority of each class of members.

**E. Notice and quorum for action authorized under paragraphs C and D.** Written notice of any meeting called for the purpose of taking any action authorized by paragraph C or D of this Article Three shall be sent to all members not less than three (3) nor more than ten (10) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at the meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within thirty (30) days after the date of the meeting.

**F. Uniform rate of assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots.

  
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G. Commencement and collection of annual assessments. The annual assessments provided for in this declaration shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the applicable calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date for the assessment and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject to the assessment. The Association, on demand and for a reasonable charge, shall furnish a certificate signed by an officer of the Association, setting forth whether or not the assessment against a specific lot has been paid, and, on or before December 31st of each year, shall cause to be recorded in the office of the County Clerk of Sweetwater County a list of delinquent assessments as of that date.

H. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner or owners personally obligated to pay such assessment, or may foreclose the lien against the property. No owner or owners may waive or otherwise escape liability for the assessments provided for in this Declaration by nonuse of the common area or abandonment of his or her or their lot.

I. Subordination of assessment lien to mortgages. The assessment lien provided for in this declaration shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of such foreclosure shall extinguish the assessment lien as to payments that become due prior to the sale or transfer. No sale or transfer shall relieve the lot from liability for any assessments subsequently becoming due or from the lien of the assessments.

#### **ARTICLE FOUR. PROPERTY RIGHTS**

A. Owner's easements of enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area that shall be appurtenant to and shall pass with the title to the lot, subject to the following rights of the Association:

1. The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;

2. The right to suspend the right of use of recreational facilities for periods during which assessments against a lot remain unpaid; and

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3. The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by majority of each class of members agreeing to the dedication or transfer has been recorded.

B. Delegation of use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate such owner's right of enjoyment in and to the common areas and facilities to the members of the family, or to guests, tenants, and invitees.

C. Easements of encroachment. There shall exist reciprocal appurtenant easements as between each lot and any portion or portions of the common area adjacent to the lot or lots for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered on them, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. The easement shall exist to a distance of not more than five (5) feet as measured from any point between each lot and any adjacent portion of the common area, along a line perpendicular to that boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

D. Other easements.

1. Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded Planned Unit Development map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements on the lot shall be continuously maintained by the owner or owners of the lot, except for improvements for maintenance of which a public authority or utility company is responsible.

2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way; and such easements, reservations, and rights-of-way shall, at all times, be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, and Declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which the easements, reservations, and rights-of-way are reserved.

3. There shall exist appurtenant easements of access to all private streets within the Planned Unit Development to the City of Rock Springs for the use of city personnel

and equipment on city business.

E. Right of entry. The Association, through its authorized employees and contractors, shall have the right, after reasonable notice to the owner or owners, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized in this Declaration.

F. View impairment. The Association and the Declarant do not guarantee or represent that any view over and across a lot, the common area, or across adjacent lots or open space from adjacent lots will be preserved without impairment.

G. No partition. There shall be no judicial partition of the common area; nor shall Declarant, or any owner or any other person acquiring any interest in the Planned Unit Development or any part of the Planned Unit Development, seek judicial partition of it. However, nothing contained in this Declaration shall be construed to prevent judicial partition of any lot owned in co-tenancy.

H. Changes in ownership. Any Owner desiring to sell or otherwise transfer title to a lot shall give the Association at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of the planned transfer of title, and any additional information the Association may reasonably require. The transferor shall be joint and severally responsible with the transferee for all obligations of the Owner of the lot, including assessment obligations, until the date upon which such notice is received by the Association, notwithstanding the date of the actual transfer of title.

#### ARTICLE FIVE. USE RESTRICTIONS

The Planned Unit Development shall be occupied and used only as follows:

A. Each lot shall be used as a residence for a single family and for no other purpose.

B. No business of any kind shall be conducted on any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided in paragraph K of this Article Five. An owner or occupant residing in a home may conduct a home occupation solely within the private confines of the home so long as: (1) the existence or operation of the business activity is not apparent from the outside of the home, and no sound or smell from the outside of the home indicating the conduct of the business is detectable; (2) the business activity conforms to all zoning requirements; (3) the business activity does not involve frequent or annoying traffic by persons coming to the home who do not reside in the Planned Unit Development, and (4) the business activity is consistent with the residential character of the Planned Unit Development and does not constitute a nuisance or hazardous or offensive use, or does not threaten the security or safety of other residents. No home occupation may involve

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heavy equipment or machinery, manufacturing, drilling, burning or conversion of any garage into a business office, storage area, or room. No home occupation may result in any change to the exterior appearance of any home or lot; and no signs, buildings or structures in addition to the home may be erected. The Association shall have the discretion to determine whether, in a particular case, the conduct of a home occupation violates the provisions of this restriction. If such a determination is made, the Association shall have the authority to require that the home occupation in question cease immediately.

C. No noxious or offensive activity shall be permitted, in, or on any lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the lots as provided in paragraph K.

D. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale.

E. Nothing shall be done or kept on a lot or on the common area that would increase the rate of insurance relating to a lot or the common area without the prior written consent of the Association, and no owner or owners shall permit anything to be done or kept on a lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area or that would be in violation of any law.

F. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, a maximum of three pets (dogs, cats, birds, or other ordinary household pets as defined by applicable ordinances of the City of Rock Springs) may be kept confined in the home subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. No dogs, cats or other animals may be kept in kennels or similar enclosures on the lots or in the common area. When household pets are taken out of an owner's home, the pet shall be on a leash; and the owner shall be required immediately to pick up any animal waste. Pets which, in the sole discretion of the Association, endanger the health of other persons, make objectionable noise, or constitute a nuisance or inconvenience to the Owners shall be removed upon the Association's request. If the Owner fails to honor such request, the Association may cause the pet to be removed.

G. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

H. No planting used to form a hedge, wall, or other dividing instrumentality over three (3) feet in height measured from the ground on which it stands shall be constructed

or maintained on any lot except fences as described herein, except that Declarant may vary or exceed that height in constructing fences in accordance with existing plans. Owners may construct a vinyl fence the same or substantially similar to the perimeter fence of the Planned Unit Development in the owner's back yard provided that the Association approves the construction. Bare concrete walls and chain, wire or pipe fences are prohibited. If an owner erects a fence, the owner assumes responsibility for maintenance of landscaping within the fenced area to the standards of the Planned Unit Development.

I. No outbuilding, tent, shack, garage, trailer, mobile home, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

J. Nothing shall be altered in, constructed on, or removed from the common area except upon the written consent of the Association.


K. No garage sale, moving sale, rummage sale, or similar activity shall be conducted in or from any lot or the common area.

L. Garage doors shall remain closed at all times except while entering and exiting the garage and for a reasonable length of time during day-light hours while performing regular home maintenance activities.

M. No vehicle, including without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, or recreational vehicles, may be left upon any portion of the premises, except in a garage, driveway or other area designated by the Association. No person shall park any recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles within the Premises other than in enclosed garages; provided, however, one boat or recreational vehicle may be temporarily kept or stored completely in a driveway for not more than four (4) nights within each calendar month. Any and all vehicles not prohibited under this provision shall be stored in the Owner's garage, with the garage door closed, except that one vehicle may be parked upon the paved driveway surface leading to each lot, only when there is insufficient room within the enclosed garage for that vehicle due to the length of the vehicle.

N. Excessive exterior lighting is prohibited on any lot. The Association, in its sole discretion, shall determine whether any exterior lighting is excessive.

O. No more than two (2), standard television antennas and other over-the-air reception devices of less than one meter in size or diameter each, including satellite dishes, shall be permitted on the owner's individual lot.

  
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P. The Association may elect to install and maintain controlled access gates along the private roads within the Planned Unit Development, and such gates may or may not be manned with personnel, cameras or other such equipment or facilities. Such gates may be key card, code, or other suitable type, but neither the Declarant, the Association, nor any officer, employee, agent or representative of the same shall be liable for any loss damage, injury or death caused or allegedly caused as a result of a breach of privacy, or as a result of any criminal or wrongful act, it being understood that neither the Declarant, nor the Association, nor any other person or entity can be responsible to avert such injury or loss. Each Owner, and all guests, invitees, and other occupants of the Planned Unit Development acknowledge and assume the risk of injury or death, property damage, or loss from the presence or use of controlled access facilities and recognize that controlled access facilities, such as limited access roads and gated entries, are merely deterrents and not absolute measures that prevent loss or injury.

Q. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the Planned Unit Development. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the Planned Unit Development as an ongoing residential community. In order that such work may be completed and the Planned Unit Development be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

1. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the Planned Unit Development owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

2. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the Planned Unit Development property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Planned Unit Development as a residential community, and the disposition of lots by sale, lease, or otherwise;

3. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the Planned Unit Development property owned or controlled by Declarant or Declarant's transferees or their representatives the business of completing such work, of establishing the Planned Unit Development as a residential community, and of disposing of lots by sale, lease, or otherwise; or

  
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4. Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of Planned Unit Development lots.

As used in this section, the words "Declarant's transferees" specifically exclude purchasers of lots improved with completed residences.

#### **ARTICLE SIX. OWNERS' OBLIGATION TO REPAIR**

Each owner, at the owner's sole cost and expense, shall repair the owner's residence, including all exterior surfaces, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear.

#### **ARTICLE SEVEN. OWNERS' OBLIGATIONS TO REBUILD**

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

#### **ARTICLE EIGHT. ANNEXATION OF ADDITIONAL PROPERTY**

Additional residential property and common area may be annexed to the Planned Unit Development with the consent of the majority of each class of members.

#### **ARTICLE NINE. GENERAL PROVISIONS**

A. Enforcement. Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or later imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction contained in this declaration shall in no event be deemed a waiver of the right to do so at a later date.

B. Severability. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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C. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than three quarters (3/4s) of each class of members.

D. Subordination. No breach of any of the conditions contained in this Declaration or reentry by reason of the breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Planned Unit Development or any lot in the Planned Unit Development provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

E. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member for a period of twenty years (20) from the date of this declaration, and shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then-owners of at least three-quarters (3/4s) of the Planned Unit Development lots.

F. Governing Law. This declaration shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming.

G. Safety. **THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PREMISES DESIGNED TO MAKE THE PREMISES SAFER THAN THEY OTHERWISE MIGHT BE. THE ASSOCIATION AND DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PREMISES, NOR SHALL ANY OF THE ABOVE PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SYSTEMS OR MEASURES, INCLUDING ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PREMISES, CANNOT BE COMPROMISED OR CIRCUMVENTED NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL, IN ALL CASES, PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES AND COVENANTS TO INFORM ALL OCCUPANTS OF THE OWNER'S LOT THAT THE ASSOCIATION AND DECLARANT ARE NOT INSURERS OF SAFETY OR SECURITY. ALL OWNERS AND OCCUPANTS OF ANY LOT AND ALL GUESTS AND INVITEES OF ANY OWNER ASSUME ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PERSONS OR PROPERTY AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED,**



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**RELATIVE TO ANY ENTRY GATE, PATROLLING OF THE PREMISES, FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PREMISES.**

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions as of this 2 day of April, 2007.

Estates at Sandstone, LLC,  
a Wyoming Limited Liability Company

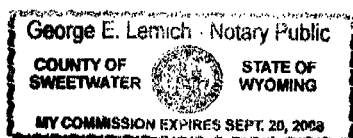
By: Patricia Anselmi  
Patricia Anselmi  
Managing Member

The State of Wyoming     )  
  : ss.  
County of Sweetwater     )

The foregoing instrument was acknowledged before me by Patricia Anselmi, to me known to be the Managing Member of Estates at Sandstone, LLC, a Wyoming limited liability company, this 3rd day of April, 2007.

Witness my hand and official seal.

My commission expires:



George E. Lemich  
Notary Public

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