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COVENANTS RESRICTING AND GOVERNING
LAND USE AND DEVELOPMENT OF
UMBRIA ADDITION, PHASES 2 & 3
SWEETWATER COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned StoneCrest Construction of Rock Springs, LLC, is the owner of all that certain real property situate in the City of Rock Springs, Sweetwater County, State of Wyoming, known and described as follows:

Umbria Addition, Phase 2
Umbria Addition, Phase 3.

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property and adjacent land for such purposes, and to maintain property values therein, the undersigned desires, hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

The following restrictions and limitations governing the use and development of all lots described above, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land herein specified and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of said lots, to-wit:

1. All lots herein shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or permitted to remain on any lot therein other than one private, single-family dwelling, and approved accessory structures (e.g. storage buildings, playhouses, dog houses), which structures shall be constructed in accordance with the restrictions hereinafter set forth.
2. No manufacturing, commercial, business, or other enterprises of whatsoever kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein, except in-house offices or child care businesses operated by a resident of the structure; provided, however, that such operation will not create excessive traffic or parking problems or otherwise create a nuisance. Also, no structure therein or any part thereof shall be used as a boarding or rooming house; nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon; nor shall any signs, billboards, or advertising devised (except suitable signs used to facilitate the sale or rental thereof) be erected, placed or be permitted to remain on any such lot.
3. No trailer, camper, basements, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the lots as a place of residence or habitation, either temporarily or permanently, and except as the same may customarily be employed by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except a boat, snowmobile, or recreational vehicle may be stored on the side yard portion of any lot, if it is behind the fence, put on a concrete pad, does not extend beyond the rear or the front of the home, and is not more than twelve feet in height off the ground.
4. The construction of any structures on any lot, including homes and out buildings shall be carried out only after approval by the Architectural Committee. The role of the Architectural Committee shall be to review whether the proposed construction will be in accordance with these covenants and aesthetically consistent with the construction of the neighborhood.

However, any approval given by the Architectural Committee shall not constitute a warranty, expressed or implied, of compliance with these covenants or any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction. Appropriate City of Rock Springs Building permits shall be obtained in accordance with City requirements.

5. The following terms shall govern the Architectural Committee referred to above:
 - A. The Architectural Committee shall consist of any three persons appointed by StoneCrest Construction of Rock Springs, LLC until eighty percent (80%) of the lots in Umbria Addition Subdivision have been built upon. Thereafter, the homeowners, at a meeting represented by at least sixty-six and two-thirds (66 2/3%) of the lots, shall adopt bylaws to govern the election and governance of the Architectural Committee and shall thereupon elect three new members to the Architectural Committee.
 - B. The party requesting Architectural Committee approval shall submit such request in writing to the Architectural Committee in care of StoneCrest Construction of Rock Springs, LLC, PO Box 20290, Cheyenne, Wyoming, 82003, along with a copy of proposed plans, specifications, materials and color chips that are sufficient to establish the type, quality and appearance of the building exterior and roof, including proposed colors and materials. The plans for any construction shall include a site plan indicating the location of the proposed improvement, including driveways, parking areas, fences and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure. Sufficient information shall be submitted to demonstrate compliance with all requirements of these covenants.
 - C. StoneCrest Construction of Rock Springs, LLC, may, at its discretion, retain a copy of the proposed plans, specifications, materials and color chips for its records.
 - D. Any alterations or additions to the plans originally approved by the Architectural Committee shall be resubmitted for approval.
 - E. The Architectural Committee will use its best efforts to review the request within thirty (30) days from the day of submission, and determine if the proposed action conforms to the requirements of these covenants and is aesthetically consistent with the construction of the neighborhood. However, no construction shall be commenced until the Architectural Committee has approved the plans and materials.
 - F. The Architectural Committee shall not be liable in damages to any person or association submitting for approval any plans contemplated hereby, or to any owner or owners of land within the subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association submitting plans to the Architectural Committee for approval shall not have any right to bring any motion or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.
 - G. Any constructions or improvement proposed shall not otherwise violate these covenants or any building codes or governmental restrictions otherwise applicable to the lot.
 - H. Evidence of approval by the Architectural Committee of any matter requiring such approval shall be demonstrated by a written document signed by at least one member of the Architectural Committee approving the proposed construction.

- I. Notwithstanding anything in these covenants to the contrary, StoneCrest Construction of Rock Springs, LLC need not seek Architectural Committee approval for anything it does on any lot affected by these covenants.
6. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
 7. No homeowner shall park or permit to be parked, equipment, trailers, or vehicles of any kind, for any period of time. Homeowners shall maintain sufficient off street parking in order to facilitate compliance with this requirement. Furthermore, no vehicle of a size larger than the now standard American manufactured motor car, SUV, or pickup truck, and no vehicle the primary use or design or which is the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers house trailers buses boats and boat trailers, snowmobiles or snowmobile trailers, tractors and trailers, shall be parked on the other streets in the subdivision or on any of the front portions, driveways, or other ways of access to any such lot or lots for a continuous period of more than seventy-two (72) consecutive hours. However, tractors or tractor-trailer assembly units may be parked on the street in front of the lot where structures are being built, but only when such vehicles are being used in connection with construction of structures on the subject property and only so long as such construction is being carried out in a reasonably expedient manner. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.
 8. No obnoxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property affected by these covenants. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit.
 9. No ranch-style residence having a ground floor area of less than 900 square feet, excluding garages, porches and patios, shall be located on any lot; no bi-level residence shall have less than 900 square feet above ground, excluding garages, porches and patios.
 10. No roof or pole mounted antennas or satellite dishes are allowed, provided however, that the location of satellite dishes are less than four feet in diameter will be allowed so long as they are attached to the side or rear of the house, on an accessory structure or on a pole located in side or back yards not more than six (6) feet in height. If placed on a pole, it shall be located within a fenced area of yard.
 11. Yard fences to be side and rear yard only. Fences will be constructed with good quality beige vinyl material and may have decorative features. Other colors may be permitted only after approval of the Architectural Committee. All fences shall not exceed six (6) feet in height. No front yard fencing will be permitted within twenty (20) feet from the street. All fences are to be constructed along lot lines. Any solid rear yard or side fencing shall not exceed the front line of the home. Split-rail fencing will be allowed in front yards as long as it is kept in good order.
 12. Once construction of a dwelling is commenced, it shall be completed within a one-year period from the date it was started. The construction of improvements shall be completed prior to occupancy. Homeowners shall be required to landscape their property in an attractive manner and one that controls dust, weeds and erosion. The front and back yard landscaping shall be significantly complete within twelve (12) months of completion of new construction. If homeowner does not complete or cause to have completed the landscaping in the time period provided herein, the Architectural Committee may have the work done and assess the

homeowner accordingly, and will have a lien against the property for the amount assessed. Each homeowner shall maintain the landscaping of each lot so as to promote the values within the subdivision.

13. Each homeowner shall maintain the exterior of his living unit in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather-beaten or worn off.
14. All improvements erected in the subdivision must be new construction only. It is the intent of these covenants to offer a subdivision that is of high standards and therefore all materials used in the home construction shall be of high quality and enhance the subdivision's appearance. No modular, mobile, nor panelized type housing shall be allowed. All properties shall be site built.
15. Any damage done to the sidewalks, curbs and curb walks, will be the responsibility of the owner to replace immediately. In the event any storage sheds are erected or placed in a rear or side yard, they must architecturally match the home on said lot.
16. Rubbish containers shall be placed out of sight behind fences or in garages of each residence. No ashes, trash, rubbish, garbage or other refuse shall be stored, deposited or allowed to accumulate anywhere outside of any living unit except during refuse collections by the City of Rock Springs.
17. The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from the date and after the date hereof, and shall remain in force and effect thereafter for a successive ten (10) year period unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period.
18. The covenants herein contained shall be binding upon the undersigned and upon all their successors and assigns, as to any and all of the lots contained herein, and imposed upon as an obligation and charged against all the land and lots therein situate, for the benefit of the undersigned owners, their successors and assigns, as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.
19. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, or operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the grounds of waiver or estoppel.
20. The Architectural Committee shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, on behalf of itself and all or part of the lot owners. In addition, each owner of a lot shall have the right to prosecute an action for injunctive relief and for damages by reason of any violation of these covenants. The prevailing party shall be entitled, at the discretion of the court, to an award of its costs, including attorney's fees, incurred in connection with such litigation.
21. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.



22. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of sixty-six and two-thirds (66 2/3%) of the lots included within the boundaries of the property affected by these covenants, as the same may then be shown by the plat on file in the office of the Sweetwater County Clerk of Sweetwater County, Wyoming. However, amendments to these covenants will not be allowed without StoneCrest Construction of Rock Springs, LLC's written consent until StoneCrest Construction of Rock Springs, LLC is no longer owner of any lots affected by these covenants. Any such amendment shall be ineffective until it shall have been placed of record in the office of the Sweetwater County Clerk.
23. Additional residential lots may be added by StoneCrest Construction of Rock Springs, LLC, or its assignee, to the original lots covered by these covenants. After said addition, all rights and obligations hereunder, including voting rights, shall be determined based upon the combined lots.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the 15th day of April, 2008.

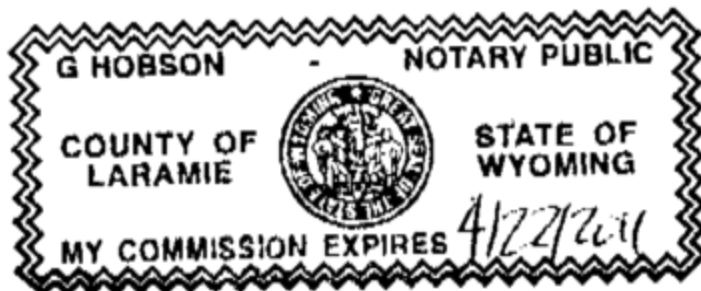
StoneCrest Construction of Rock Springs, LLC

Robert A. Fiering SEC / MGR
StoneCrest Management, Inc., Manager

STATE OF WYOMING)
) s.s.
COUNTY OF LARAMIE)

The above and foregoing instrument was acknowledged before me by Robert A. Fiering
the Secretary, of StoneCrest Management, Inc. this 15th day of April, 2008

WITNESS my hand and official seal.



G. Hobson
Notary Public



RECORDED 4/18/2008 AT 03:55 PM REC# 1531111 BK# 1118 PG# 0459
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WYPage 5 of 5