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SECOND AMENDED DECLARATION OF PROTECTIVE COVENANTS  
OF  
FAIRWAY ESTATES SUBDIVISION

This Second Amended Declaration of Protective Covenants of Fairway Estates Subdivision is made and executed the effective date of which is the 2nd day of November, 2007, by a majority of the owners of the lots contained within Phases I through V of the Fairway Estates Subdivision (hereafter "Subdivision") by authority enlisted in Section 20 in the First Amended Declaration of Protective Covenants of Fairway Estates Subdivision, as recorded in the records of the County Clerk of Sweetwater County, Wyoming, on November 1, 2007, in Book 1106, Pages 1453-1456, receiving number 1519224, the original Declaration of Protective Covenants of Fairway Estates Subdivision having been recorded on July 6, 1995, in Book 864, Pages 1444-1452.

WHEREAS, The Mulligan Group, a Wyoming partnership, purchased Fairway Estates Subdivision, Phases IV and V, from Mesa Investments, Inc., consisting of twenty-seven (27) lots. The Mulligan Group is the present owner of Lot 33, Phase III; Lots 38-50, Phase IV; and Lots 51-64, Phase V. Davis Investments, Inc., dba Davis Contractors, is the owner of Lots 30, 31, 32, and 34, Phase III. Double G Construction, Inc., is the owner of Lot 23, Phase III. Bart Amundsen is the owner of Lot 22, Phase III. The real property owned by the above-listed owners is located in Sweetwater County, Wyoming, and contained within the real property more particularly described as:

*A tract of land located in the Northeast Quarter of Section 9, Resurvey Township 19 North, Range 105 West of the Sixth Principal Meridian, Sweetwater County, Wyoming, said tract being more particularly described as follows:*

*Beginning at the Northeast corner of said Section 9; thence North 89°51'31" West along the North line of said Section 9 for a distance of 957.37 feet to a point on the Easterly right-of-way line of the Yellowstone Road; thence South 23°42'06" East along said right-of-way line for a distance of 1911.81 feet; thence North 66°17'54" East for a distance of 209.97 feet to a point on the East line of said Section 9; thence North 00°07'00" West along said East line of Section 9 for a distance of 1664.07 feet to the Point of*



*Beginning. Said parcel contains an area of 22.89 acres. The basis of bearing is the BLM bearing of North 00°07'00" West along the East line of said Section 9;*

and they do hereby covenant, agree and make the following amended declarations ("hereafter Declarations") as to the limitations and restrictions of uses to which the lots within the Subdivision may be put:

1. INTENT. It is the intent of these covenants to protect and enhance the value, desirability and attractions of the Subdivision; to protect Lot owners from development and use of other lots within the Subdivision which may depreciate the value and restrict the use of their lots; to prevent the erection of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on lots of the Subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to insure the provision of adequate and suitable landscaping; and to insure the proper location of improvements. The restrictions imposed by these covenants are kept to a minimum while the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger is preserved. It is the further intent to provide these covenants that disturbance of the natural environment to be kept to a minimum.

2. RESTRICTIVE USE. All lots within the Subdivision shall be known and described as residential lots and will be restricted by covenants contained in these Declarations. It is intended that these residential lots shall be used and occupied as single family residential home sites only, and that the owners will have full enjoyment of these home sites, subject, however, to the covenants contained in these Declarations.

3. ARCHITECTURAL REVIEW COMMITTEE. An Architectural Review Committee for the Subdivision may be elected at any time in the future by a majority of the owners of the lots contained within the Subdivision. All committee actions or decisions shall be by a majority vote. A majority of the committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled

to any compensation of any kind for services performed pursuant to this covenant. A maximum of seven members will comprise the Architectural Review Committee.

The Committee shall not 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, or any provision in these covenants. Any approval or permission granted by the committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance of any submission to any private or governmental agency.

4. PRIOR COMMITTEE APPROVAL REQUIRED. In the event an Architectural Review Committee is in existence, no building or improvement shall be erected upon any lot within the Subdivision until the Architectural Review Committee has approved the construction plans and specifications submitted to it by the lot owner in the form and manner set forth herein.

All submissions to the Committee must include, at a minimum:

- a. A site plan showing the location of the structure(s) to be constructed on the Lot; the location and size of all driveways and sidewalks; the drainage plan across such lot after construction of such structure(s) and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission;
- b. The floor plan of the structure(s) with square footage indicated;
- c. A drawing showing the front, side and rear elevations of all structure(s);
- d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials, along with roofing material description.



The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination and, if the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with these Covenants and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within 30 days of receipt of the application. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within 30 days after receipt of all required information and any other information which the Committee may, in writing, require of Applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, or any lot owner, to enjoin the construction of any structure which does not comply with any other provision of these covenants.

In the event that any construction is commenced upon any lot within the Subdivision without having first secured Committee approval as required under this paragraph, the Committee and/or any owner of a lot within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs of such action.

5. USE OF LOTS. No structure other than one private single family dwelling, together with a private attached garage for no more than 4 cars and one detached building meeting the standards set forth below, shall be erected on any of the lots of the Subdivision. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements;



all applicable zoning laws; and the minimum building standards as set forth in this Amended Declaration. No structure shall be moved from any location outside this Subdivision onto any lot in the Subdivision other than an approved storage building.

No activity of a noxious or offensive nature may be conducted upon any lot in this Subdivision nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

No lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste, or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the premises.

During construction, it shall be the lot owner's responsibility to insure that all construction related trash, waste materials, and debris shall be contained. All building materials must be secured and protected. The lot owner bears the responsibility to insure that at no time during or after construction will any trash, debris, or material of any kind be allowed to blow or be carried off the lot to other lots, the Subdivision's public road rights-of-way, or onto other properties. Furthermore, fencing shall be erected around the construction site to capture garbage and debris from the site; construction personnel shall gather garbage and debris daily; timing of the erection and dismantling and the type of fencing will be set at the discretion of the Sweetwater County Inspector. Otherwise, the County Inspector can halt work at the site until the contractor and/or lot owner comply with these restrictions.

No business activity nor home occupation uses shall be permitted upon any lot in the Subdivision.





6. FURTHER SUBDIVISION RESTRICTIONS. No lot may be further divided into small lots.

7. TEMPORARY BUILDINGS. No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn, or other outbuilding shall be used on any lot as a family dwelling, either temporarily or permanently. The covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Review Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction-related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than nine (9) months after the date on which construction is started. No mobile home used as a temporary construction trailer shall be converted to a permanent dwelling on any site.

8. MINIMUM SIZE. With the exception of Lot 33, all single-story floor plans for the principal dwelling located on the lots of the Subdivision shall have a minimum fully enclosed ground floor area, devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of One Thousand Four Hundred (1,400) square feet.

With the exception of Lot 33, any multi-level floor plan construction upon any such lot shall have a minimum fully enclosed area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of Two Thousand (2,000) square feet.

Due to the size and shape of Lot 33 as contained in Phase III, the minimal structure size of a multi-level floor plan construction shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of One Thousand Four Hundred (1,400) square feet.

9. CONSTRUCTION REQUIREMENTS. It is the intent of the Amended Declaration that all dwellings within the Subdivision be custom built and that no tract housing shall be constructed within the Subdivision.



Accordingly, no proposed dwelling shall be substantially similar in all respects to a dwelling already existing or under construction in the Subdivision.

All dwellings and improvements shall be constructed to meet the minimum requirements of the following codes and regulations in effect at the time of such construction:

- a. Uniform Building Code;
- b. Uniform Plumbing Code;
- c. Uniform Mechanical Code;
- d. National Electric Code;
- e. State of Wyoming Fire and Electrical Code;
- f. Sweetwater County Department of Environmental Health regulations; and
- g. FHA Approved Building Requirements.

Driveways: Individual lot driveways which connect the primary dwelling to any public road, shall be constructed, along with the house foundation construction. In no case will mud or dirt be allowed to be tracked off of a lot by any vehicle onto the Subdivision's paved public roadways.

Soils Investigation: Prior to construction of any building foundation or footing, it is recommended that the open hole bottom soils be examined to determine the characteristics of same. Previously examined soils at a depth of 8-10 feet indicate a potential for expansion when becoming wet which, in turn, can cause foundation and/or slab problems unless proper measures are taken to preclude any such related problem. It should be noted that soil conditions vary considerably throughout this subdivision and potential homeowners need to be cognizant of this condition.

Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within six months following the date on which such construction was commenced.

10. LANDSCAPING. The first grantee of any lot within the subdivision, other than a residential builder who may hold title to a lot for a period not to

exceed one (1) year, shall be responsible for the installation and continued maintenance of landscaping upon such lot in at least the minimum amounts set forth herein. It is the intent of these Covenants that landscaping be installed to enhance such lot, the adjoining lots and the Subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such lot with the adjoining lots and the subdivision.

All surface areas within the boundaries of all lots not otherwise occupied by structures or roads shall be covered with grass, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled materials.

Each lot owner shall plant and maintain no less than four (4) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height requirements in addition to the required four (4) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees which die shall be replaced with tree(s) of a height typical to that required when originally planted.

No landscaping or any other improvement in general shall be allowed in locations on lots where their presence may interfere with necessary safe site distance requirements at road intersections or driveways.

No building, landscaping, or other site improvements shall be allowed which may alter, obstruct, or interfere with the natural or designed drainage patterns which exist throughout the subdivision as a whole. Any proposed changes to the subdivision's natural or designed drainage patterns must be shown on a lot owner's application for approval of construction and must include a complete written definition of all proposed changes.

Unless weather conditions prevent completion of such landscaping requirements, such landscaping shall be completed within one (1) year following the completion of construction of the primary residence upon such lot or occupancy by the resident homeowner.



11. SET-BACKS AND SIDE YARDS—PHASES I THROUGH III: The set-back distance from property line to garage doors shall not be less than 25 feet. The set-back from any other part or portion of the front of the house, whether at ground level or any floor, shall not be less than 25 feet from the front property line. On corner lots, the front of the house shall be set back a minimum of 25 feet from the property line while the other street side shall be 15 feet; however, garage doors shall be set back 25 feet in any case. All other side yard set-backs shall be a minimum of 10 feet. Rear yards shall be a minimum of 30 feet from rear property line. Exceptions to any of the above shall only be granted by a majority of the lot owners, or the Architectural Review Committee.

12. SET-BACKS AND SIDE YARDS—PHASES IV AND V: All set-back distances shall be as required by Sweetwater County, Wyoming.

13. SIGNS. Except for signs advertising the initial offering of the subdivision, and the permanent identification, signage or landmarks installed by the grantor which identify the Subdivision, no sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction, any such large construction sign shall be removed.

14. ANIMALS. The only animals allowed to be kept on any lot, or within any structure, are cats and/or dogs, or other small pets that are kept inside the residence at all times. The number of cats and/or dogs shall be limited to the number permitted by Sweetwater County, Wyoming.

15. VEHICLES. No multiple-axle vehicles, except recreation-type vehicles, shall be parked or stored on any lot or roadway of the Subdivision. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on a lot or on the road in front of a residence or on the front driveway, or anywhere within the Subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers, or any recreational vehicles larger than general use pickups shall not park such

vehicles in the front yard or on the driveway of any home for any period exceeding 48 hours.

16. EASEMENTS. Easements and rights of way as shown on the recorded plat are hereby reserved in this Subdivision for drainage, underground wires, pipes, and conduits for street lighting, electricity, gas, telephones, sewer, water, or any other public or quasi-public utility services purposes, together with the right on ingress and egress at any time for the purpose of further construction and repair.

17. DRAINAGE WAYS AND SIDEWALKS. In addition to the covenants contained herein, all homeowners or lot owners are prohibited from altering or obstructing drainage ways. All homeowners or lot owners are responsible for maintenance of the sidewalk adjoining their lot and to clear and remove snow and ice from the sidewalk.

18. CITY WATER SYSTEM: All lots shall be served by the White Mountain Water and Sewer District water system, or its successor. No water wells, septic systems, or leach fields of any sort shall be permitted.

19. UNDERGROUND UTILITIES. All utility lines from the easement to the structure shall be underground and shall be the responsibility of the lot owner, builder, and/or the utility company.

20. FENCES AND HEDGES. No fences or hedges are allowed in the front yard section of any home. On corner lots, no fence or hedge is allowed that would extend toward the street beyond the neighbor's front face of the house. Any fence erected by any lot owner in Phases IV and V shall be of maintenance-free vinyl or similar maintenance-free material. Each owner shall maintain and keep in good repair all fences and hedges located on his lot.

21. DETACHED STRUCTURES. Only one detached structure, not exceeding 150 square feet, is allowed if such structure is intended for use as a storage for lawn mowers, snow blowers, and other yard maintenance type equipment. Any other type of structure or building must be approved a majority of the lot owners or by the Architectural Review Committee.



22. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from July 6, 1995, after which time said Declarations shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots contained within the Subdivision vote to terminate the protective covenants. After the initial twenty-five (25) year period, the majority of the then owners of the lots contained within the Subdivision may vote to terminate the protective covenants at any time.

A majority of the current lot owners may agree to amend this Declaration in whole, or in part, at any time by an instrument signed by a majority of the then owners of the lots contained in the Subdivision and recorded upon the deed records of the Clerk of Sweetwater County, Wyoming.

23. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any lot subject to this Declaration by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the lot owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and 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 of a different provision within this Declaration.

The Architectural Review Committee, if elected, is in no way responsible for enforcement of the restrictions in this Declaration.


24. **SEVERABILITY.** Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

[Signature Page Continues]



**Davis Investments, Inc., dba Davis Contractors**

Don Davis, President 11-1-07  
Date

  
Bart Amundsen  
10/21/07  
Date

State of Wyoming )  
 ) ss.  
County of Sweetwater )

On this 31st day of October, 2007, before me personally appeared Steve Palmer, to me personally known to be the manager of the aforementioned partnership that executed the within and foregoing Second Amended Declaration of Protective Covenants of Fairway Estates Subdivision; who, duly sworn, on oath did say that he is the manager of the partnership that executed the within foregoing instrument; and that said instrument was signed on behalf of said partnership by authority of the partners; and he acknowledged said instrument to be the free act and deed of said partnership for the uses and purposes therein mentioned.

Melisse Thomas Notary Public  
COUNTY OF SWEETWATER STATE OF WYOMING  
My Commission Expires:  
**MY COMMISSION EXPIRES MAY 1, 2008**

*Millia Thirkell*  
NOTARY PUBLIC



RECORDED 11/02/2007 AT 04:00 PM REC# 1519365 BK# 1106 PG# 1006  
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WYPage 12 of 14

State of Wyoming )

) SS.

County of Sweetwater )

On this 1st day of November, 2007, before me

day and year above written

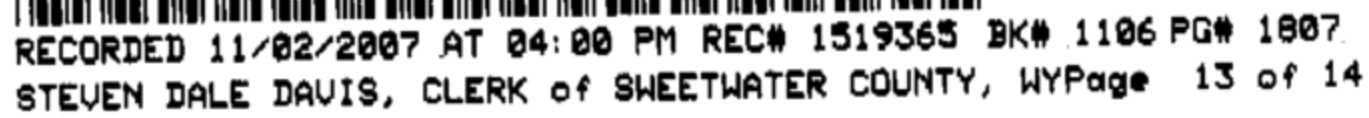


**STATE OF  
WYOMING**

**401Y COMMISSION EXPIRES MAY 1, 2008**

My commission expires: May 1, 2010

NOTARY PUBLIC



State of Wyoming )  
 ) ss.  
County of Sweetwater )

On this 31st day of October, 2007, before me personally appeared Gary Gard, to me personally known to be President of the corporation that executed the within and foregoing Second Amended Declaration of Protective Covenants of Fairway Estates Subdivision; who, duly sworn, on oath did say that he is President of the corporation that executed the within foregoing instrument; and that said instrument was signed in behalf of said corporation by authority of its shareholders; and he acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.



Melissa Thornhill  
NOTARY PUBLIC

State of Wyoming )  
 ) ss.  
County of Sweetwater )

The foregoing Second Amended Declaration of Protective Covenants of Fairway Estates Subdivision was acknowledged before me Bart Amundsen this 24th day of October, 2007.

Witness my hand and official seal.



Melissa Thornhill  
NOTARY PUBLIC

