

RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration of covenants, conditions, and restrictions is made on _____ [date] by G & S Development, Inc., referred to as the Developer, concerning the residential subdivision known as Dakota Estates Subdivision, referred to as the subdivision.

RECITALS

A. G & S Development, Inc., a corporation organized and existing under the laws of Wyoming, with a place of business at 1195 Palisades Court, Rock Springs, Sweetwater County, Wyoming, referred to as developer, is the owner of real property located in Sweetwater County, Wyoming, which real property is fully described in Exhibit A, attached to this declaration.

B. Developer is in the process of developing and platting the mentioned real property to a residential community and contemplates subdividing the property into 13 individual, quality, single-family residential lots.

C. Developer desires that the entire subdivision constitute a single residential community with access, use, and rights and obligations toward the ownership, operation, and maintenance of community facilities, open space, and other amenities, and that such properties are also benefited and burdened by the same land-use restrictions and controls.

D. The total development of the subdivision residential community will take several years.

E. Developer desires to provide for minimum building restrictions to promote and assure that the subdivision is a quality residential community.

In consideration of the above, and other valuable consideration, the Developer subjects all of the real property described in Exhibit A to the following covenants, charges, assessments, conditions, and restrictions subject to the limitations contained in this declaration.

SECTION ONE

BUILDING AND DESIGN COMMITTEE

A. There shall be created a building and design committee, which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The committee shall be responsible to ascertain that the plans and subsequent construction meet the minimum building requirements set forth in this declaration. The primary purpose of the committee shall be to assist property owners in achieving compliance with the building restrictions. The committee shall allow the greatest possible latitude and flexibility in the design of homes to be built on the lots in the subdivision and shall not discourage new or

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innovative design concepts or ideas.

B. The building and design committee shall consist of no less than two nor more than seven members to be selected annually by the board of directors of G & S Development, Inc., with the members to be chosen for varying terms so as to achieve staggered terms and continuity of membership of the committee. In the event G & S Development, Inc. completes the development of lots in the subdivision, the members of the committee shall be chosen by the homeowners with one vote per lot.

C. Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home, shall submit the plans to the building and design committee for review. A modification of the home exterior will include decks, hot tubs, patios, pools, and similar alterations. Construction of new structures includes equipment and material housing, garages, shops, dog runs, gazebos, arbors associated with landscaping, and other similar construction.

D. No construction, change, modification, or alteration for which plans are to be submitted to the building and design committee pursuant to Paragraph C, immediately above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the building and design committee as to the harmony of external design and location in relation to surrounding structures and topography, size, estimates of cost, and such other factors as the building and design committee considers necessary, appropriate, and relevant to maintain property values of nearby properties. In the event the building and design committee fails to approve or disapprove the design and location plan within 30 days after the plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the declaration will be deemed to have occurred.

E. Without limiting the generality of the factors to be considered by the building and design committee, the following restrictions shall apply:

1. All roofing shall be sloped or pitched and roofing material shall be limited to shingles, earthtone concrete tile, or metal roofs. All roofing material shall be approved by the building and design committee.

2. All driveways and parking bays shall be constructed of concrete, concrete aggregate, or asphalt unless written approval for the use of some other material is given by the building and design committee.

3. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

4. Siding shall be of wood, brick, stucco, or combinations of those materials and, in the case of wood, shall be stained or painted in colors approved by the building and design committee in writing.

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F. In spite of the above provisions, the building and design committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the building and design committee shall have any liability, responsibility, or obligation, whatever, for any decision or lack of a decision, in the carrying out of duties as a member of the committee. The committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the building and design committee and each of its members on account of any activities of the building and design committee relating to the owner's property or buildings to be constructed on his or her property.

G. The building and design committee, if it observes deviations from or lack of compliance with the provisions and this declaration, shall report those deviations or lack of compliance to the board of directors of the association for appropriate action.

SECTION TWO

BUILDING RESTRICTIONS

A. The subdivision shall be a single-family residential subdivision and shall be used solely for residential purposes. A "building site" shall consist of one or more residential lots or portions of lots, as required below, as shown on the face of the plat or any modifications or adjustments to it. In spite of the preceding, no lot shall be smaller than the minimum lot size allowed by the governmental authorities charged with regulating lot sizes. There shall be no further subdividing of lots.

B. No building or structure shall be erected, constructed, maintained, or permitted on such residential lots, except on a "building site" as defined below in this declaration. No mobile home or trailer, single or double wide, is permitted to be used as a home. Modular homes will be permitted if approved by the building committee and if in conformity with zoning.

C. No building, except a single-family residential building together with detached garage and/or such other accessory buildings as may be permitted by local land use or ordinances, shall be permitted. Such accessory buildings shall not be used for or in connection with multi-family living, and each building site shall be used for no more than one family, together with attendants or domestic servants of that family.

D. Any home constructed on a building site shall have a minimum main floor area of the main structure, exclusive of one-story open porches and garages, of not less than 1,500 square feet for a one-story dwelling. In the case of a multiple-story or split-level dwelling, the lower or ground floor living level shall be not less than 900 square feet and the total finished square footage area of the second and/or split level, when added to the minimum 900 square feet main floor requirement, shall be not less than 1,500 square feet. All materials and workmanship that go into the construction of said dwelling and other approved structures


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shall be of a quality that is in conformity with the surrounding buildings and structures in the subdivision.

E. No trailer, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, on any building site.

F. Any construction commenced on any house as provided in this declaration shall be substantially completed, including, but not limited to, all painting, within 12 months from the date the construction is commenced.

G. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than eight square feet.

H. All lot owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

I. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes of Sweetwater County, Wyoming, and any and all other governmental entities that have jurisdiction at the time of undertaking the buildings and improvements. No dwelling house, garage, or other accessory building or part of it (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building setback lines, if any, imposed by any such governmental entity having control, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

J. The height and location of any residence, garage, or accessory building shall be designed and located so as to assist in the preservation of the views of others.

K. All lines or wires for telephone, power, cable television, or otherwise shall be placed underground and no such wires shall be shown on the exterior of any building unless the same shall be underground or in a conduit attached to a building. No television or radio antenna or aerial shall be installed that has a height in excess of six feet above ground. For this purpose, the ground level shall be determined by using the same ground level as is used for determining the maximum height restriction for houses to be constructed on the property under the then-prevailing zoning and building restrictions. That ground level shall apply whether or no the antenna or aerial is located above the roofline of the residence.

L. No fences shall be constructed except after approval and review by the building and design committee, and all fences shall be designed and constructed so as to be compatible with the neighborhood. Except as provided below, all fences shall be constructed of wooden or vinyl materials. All fences shall be designed and constructed so as to not constitute a nuisance or offensive effect on other persons residing within the subdivision. Chain-link fences for animal containment purposes, with proper screening from neighbors and public view, may be acceptable on approval of the building and design committee.

M. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done on it that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, not otherwise permitted by applicable zoning regulations.

N. No trash, garbage, ashes, or other refuse, junk, underbrush, or other unsightly growths or objects shall be maintained or allowed on any lot. All fences and buildings shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

O. No boat, boat trailer, house trailer, horse trailer, automobile, recreational vehicle, truck, or other vehicle, or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or in a fully-enclosed privacy fenced area of at least six feet in height, except for temporary storage for a period not to exceed 30 consecutive days in duration, with such temporary occurrences not to exist more than two times in any one calendar year. No tank for the storage of water, oil, petroleum, or other fluids may be maintained on any of the lots above the surface of the ground without the written consent of the developer.

P. Each property owner shall exercise as much care as is possible to retain vegetation, trees, shrubs, and other similar growth. Each property owner, within 180 days of the completion of a residence, shall landscape all yards fronting a street, provided, however, that a right to extend the time period for completion of the landscaping may be sought, in writing, and obtained at the sole discretion of the building and design committee in the case of extenuating circumstances.

Q. All mailboxes and mailbox holders shall be of a standard design accepted by the building and design committee and adhering to the applicable specifications of the U.S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service. Each lot owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times.

R. No animals, livestock, or poultry shall be raised, bred, or kept on any lot of the subdivision for commercial purposes. Household pets and no more than two horses per acre will be allowed.

S. Easements for installation and maintenance of utilities and drainage facilities are reserved as set forth on the recorded plat of Dakota Estates Subdivision. No structures, planting or other materials shall be placed or permitted to remain which might damage or interfere with the installation and maintenance of utilities, or which might change the direction of the flow of drainage channels or which might obstruct or retard the flow of water through drainage channels in the easement area. The easement areas of each lot and improvements on it shall be maintained continuously by the owner of the lot unless such

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improvements are the responsibility of the public authority or utility company.

T. The involved party is and will be perpetually, unless any part thereof is terminated, subject to all and each of the easements set forth on the plat of said Dakota Estates Subdivision. Each of the utility companies, which include but are not necessarily limited to Qwest, Pacificorp, Sweetwater Television, Questar and their successors and assigns will have an easement, together with the right of ingress and egress for purposes of construction, installing, maintaining, operating and renewing, or repairing such of their facilities.

SECTION THREE

MISCELLANEOUS AND GENERAL PROVISIONS

A. Each owner, by purchasing any lot in the subdivision, shall automatically be bound by the terms and conditions of this declaration.

B. On transfer, conveyance, or sale by any owner of all of his or her or its interest in any subdivision lot, the owner's membership in the building and design committee shall cease and terminate.

C. Each lot owner or lot purchaser, on the purchase of the lot, shall immediately notify the building and design committee of the owner's name and address.

D. By written consent of two-thirds of all of the lot owners, the building and design committee may be given such additional powers as may be described.

E. This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of 90% of the properties subject to this declaration at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the County Clerk Sweetwater County, Wyoming.

F. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties described in Exhibit A, their heirs, successors, and assigns. All parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this declaration.

G. Any lot owner may maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration.

In witness, the undersigned, acting as the President of G & S Development, Inc., has caused this declaration to be executed at Rock Springs, Wyoming, on the date indicated below.


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G & S Development, Inc., a Wyoming corporation,

By Tony Greve
Tony Greve, President

Attest:

Gerald Spangler
Gerald Spangler, Secretary

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

The foregoing instrument was acknowledged before me by ^{Tony Greve}~~Gerald Spangler~~, to me known to be the President of G & S Development, Inc., a Wyoming corporation, this 31st day of June, 2005.

Witness my hand and official seal.

My commission expires:

Sandy Lake
Notary Public



Exhibit A

The SE ¼ of the SE ¼, Section 33, Township 20 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming, together with a non-exclusive right for roadways and utilities within easement reserved in deed recorded September 18, 1995, in Book 867, Pages 747-751 and along the Northerly thirty (30) feet of the SW ¼ of the SE ¼, Section 33, Township 20 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming:

Reserving therefrom unto Grantor, its heirs, successors and assigns, a thirty (30) foot road and utility easement in perpetuity including ingress and egress across and upon the Northerly thirty (30) feet and the Westerly thirty (30) feet of said sale parcel;

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