

Amended and Restated Declaration of Covenants, Conditions and Restrictions For The Sweetwater Station Addition

This Declaration of Covenants, Conditions and Restrictions is made by Sweetwater Station, LLC, A Wyoming Limited Liability Company (hereinafter "Declarant") as follows:

Whereas, Declarant is the owner of the following described real property, hereinafter referred to as the Property:

TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE 6TH PRINCIPAL
MERIDIAN, SWEETWATER COUNTY, WYOMING, SECTION 16,
LOTS 3 AND 4.

Whereas, Declarant desires to subject the Property to the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth, in order to preserve, protect and enhance the values and amenities of the Property for the benefit of the Property and each Owner thereof; and

Whereas, it is contemplated that this Declaration will be filed contemporaneously with the Final Plat for Sweetwater Station Addition Phase I, in the event that some portion of the Property is not included in the Final Plat for such Phase I, this Declaration shall apply to the entire Property and to any subsequent Phases of the Sweetwater Station Addition lying within the boundaries of the Property.

NOW, THEREFORE, in accordance with the foregoing, Declarant hereby declares that all of the above described Property is and shall be held, sold, transferred, conveyed, possessed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with and be binding upon the Property and which shall be binding upon and each Owner and all persons purchasing, leasing, sub-leasing or occupying any lot or lots of the Property and their successors and assigns.

Article I. DEFINITIONS

Section 1. Declaration. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and all amendments thereto.

Section 2. Declarant. Declarant shall mean Sweetwater Station, LLC, a Wyoming limited liability company, its successors and assigns.

Section 3. Association. Association shall mean Sweetwater Station Addition Phases I and II Homeowners Association, which shall be a Wyoming nonprofit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its Officers. The Association shall be delegated and assigned the duties and powers of owning, controlling and administering the Common Areas of the Property and of administration and enforcing the terms and provisions of this Declaration with respect to all of the Property,

specifically including the collection, disbursement and accounting of the assessments and charges set forth in this Declaration.

Section 4. Board. Board shall mean the Board of Directors of the Association.

Section 5. Property. Property shall mean the following described real property situate in Sweetwater County, Wyoming:

TOWNSHIP 19 NORTH, RANGE 105 WEST OF THE 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING, SECTION 16, LOTS 3 AND 4, as may be platted in the Final Plat for Sweetwater Station Addition Phases I and II and additional phases thereto.

Section 6. Plat. Plat shall mean the subdivision final plat for Sweetwater Station Addition Phases I and II and additional phases thereto.

Section 7. Lot. Lot, as used in each section of this Agreement other than Article I, Section 5, shall mean and refer to any of the separately designated and identified platted Lots as shown on the Plat for the Sweetwater Station Addition Phase I, including the structures located on any such platted Lot and the appurtenances situate thereon and appertaining thereto, specifically excepting therefrom all of the Common Areas.

Section 8. Common Areas. Common Areas shall mean and refer to all of the Property, excepting therefrom those portions of said Property separately designated and identified as Lots on the Plat for Sweetwater Station Addition Phase I and any unplatted portions of the Property. All of the Common Areas shall be owned by the Association for the common use and enjoyment of the Owners. *

Section 9. Owner. Owner shall mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest in any Lot, including Declarant and including contract sellers and contract purchasers, as may be designated in the contract documents, but excluding any such record owner having such an interest therein merely as a Mortgagee. When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Lot, then retroactive to the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed at the time of such conveyance or assignment, specifically including, without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments.

Section 10. Mortgage. Mortgage shall mean and refer to any first mortgage, deed of trust or other document pledging a Lot as security for the payment of a debt or obligation.

Section 11. Mortgagee. Mortgagee shall mean and refer to any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns or is secured by a Mortgage.



Article II.
USE RESTRICTIONS

Section 1. The Common Areas and all Lots, whether or not the instruments of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easement, reservations and other provisions contained in this Declaration, as the same may be amended from time to time. The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon all persons purchasing, leasing, sub-leasing or occupying any lot or lots in the development and shall remain in full force and effect until a majority of the owners of all of the planned lots in the subdivision shall direct otherwise, as provided in Article VII, section 4 below.

Section 2. All Lots shall be used primarily for residential purposes only. Permitted uses shall relate to those uses allowed in the applicable Rural Estates Zoning District of the Property as stated in the Zoning Ordinance of the City of Rock Springs, Wyoming, including requirements for setbacks.

Section 3. Each lot shall have a single-family residence, site built. A statement of approval from the Design and Review Committee shall accompany all site plan and building submittals to the City of Rock Springs, and no construction shall take place without the approval of the Design and Review Committee.

Section 4. Each single-family residence must contain a minimum livable area of 2,000 square feet if a single level home. For multi-level homes, the footprint of the ground level livable area, excluding porches and garage areas, must be at least 1600 square feet.

Section 5. There shall be no more than a single residence on any single lot. If there is a need for servants' quarters or guest quarters, those quarters must be built as a part of the residence under a single roof and shall be available only for non-paying guests or actual servants of occupants of the single family residence.

Section 6. The following provisions shall govern buildings adjacent to the main residence on a lot, so-called "Outbuildings."

- (a) There may be accessory or auxiliary garages, barns or tack rooms incidental to the single-family residence, but all accessory buildings must maintain the same architectural "look and feel" as the residence (e.g., no stucco residence with a steel barn out back.)
- (b) No garage, barn or stable or similar accessory structure shall be erected on any lot until construction of the primary single family residence shall have been commenced on said lot. No garage, barn or other accessory building may be occupied or used until the single-family residence is finalized and occupied;
- (c) No garage, barn, stable, tack room, trailer, guest house, mobile home, motor vehicle or any temporary structure of any nature may be used temporarily or

permanently as a residence on any lot;

- (d) All structures on the lots must be site-built; no buildings or structures may be moved from another location onto the lots (other than custom designed manufactured structures.)
- (e) Total coverage of the lot by structures shall not exceed thirty percent (30%) of the lot's total square foot area unless a plan for adequate fire-protection is prepared and approved by the Rock Springs Fire Department.
- (f) Each Owner must maintain a route for fire protection vehicles from the front of the Lot to the rear of the Lot.

Section 7. No Lot may be subsequently subdivided nor shall any conveyance be made or recognized for less than a whole lot except for necessary easements for public utilities.

Section 8. No Owner may interfere with the established drainage pattern over his Lot to the detriment of adjacent lots or open areas.

Section 9. No hotel, store, multi-family dwelling, boarding house, guest ranch, or any other place of business of any kind, and no hospital, sanitarium, or other place for the care or treatment of the sick or disabled nor any facility for the care or treatment of sick or disabled animals shall ever be erected or permitted upon the premises.

Section 10. No business of any kind or character whatsoever shall be conducted in or from any residence or building on any of said lots or tracts.

Section 11. All Lots are subject to easements for public utilities, irrigation and bridle path purposes; no excavation, planting, fence, building, structure, or other item may be placed or permitted to remain at any point on said bridle path easement.

Section 12. No more than 2 (two) horses are allowed per lot. (A colt becomes a "horse" for the purposes of this definition when it has attained the age of 12 months). Each Shetland pony, mule or donkey constitutes one horse. Other than household pets (dogs and cats) and horses noted above, no other animals (pigs, sheep, goats, rabbits, etc.) allowed.

Section 13. All garbage shall be kept in closed containers and must be concealed from view of the surrounding lots and streets.

Section 14. No motorized vehicles of any kind shall be permitted to use the bridle paths or horse arena areas except for the limited necessary use of horse trailers and vehicles for supply, material delivery, or maintenance.

Section 15. Dust Control: All surfaces used for vehicular traffic shall be covered with gravel or asphalt; no surface can remain a dirt surface that contributes to the dust.

Article III.

ORGANIZATION AND POWERS OF DESIGN AND REVIEW COMMITTEE

Section 1. There is hereby established a Design and Review Committee, which shall consist of five (5) members. The original members of the Design and Review Committee shall be appointed by Declarant. Declarant shall appoint all members of the Design and Review Committee until such time as sixty percent (60%) of the lots for the Sweetwater Station Addition Phase I are sold. Thereafter, the members of the Design and Review Committee shall be appointed by a majority of votes of all Lot Owners. For purposes of such voting to appoint members of the Design and Review Committee, Declarant shall have two votes for each Lot owned by Declarant.

Section 2. Designs of all buildings, whether of main residence or auxiliary buildings, must be approved by the Design and Review Committee. Any auxiliary structures shall be of an architectural design harmonious with the other structures on the Lot;

Section 3. The Design and Review Committee shall have the authority to issue regulations for management of animal waste, which regulations shall be binding on all Lot Owners.

Section 4. A fence designed or used for the containment of horses may be built and maintained up to and conterminous with the front property line of any Lot, providing that the location, design and type of materials for such fence have been approved by the Design and Review Committee.

Section 5. No structure or fence shall be commenced or erected on any of said Lots until the design and location of such structure and the kind of materials to be used therein have been approved by the Design and Review Committee. All fences, corrals and livestock managing spaces shall be of steel material with posts placed in concrete; minimum size posts to have a two-inch outside diameter (2" OD). No wooden posts or wooden fencing of any kind is to be used. No barbed or strand wire is to be used. Block walls are permissible subject to approval of the Design and Review Committee.

Section 6. Without prior approval of the Design and Review Committee, no wall or fenced or hedge over thirty inches in height shall be erected or maintained on the front property line. No side or rear wall or fence shall be more than six feet in height above grade.

Section 7. No advertising signs, billboards or other unsightly objects or nuisances shall be erected placed or permitted to remain on any of said lots. The definition of "unsightly objects of nuisances" shall be at the sole determination of the "Design and Review Committee" whose determination is final. A single "For Sale" sign for "For Rent" sign, not larger than twenty four by twenty four inches (24" x 24") may be placed on any lot and will not be deemed to be in violation of this provision.



Section 8. The Owners of all Lots shall keep the same reasonably clean and clear of weeds and trash. No outside storage of building or fencing materials is allowed. If any Owner should fail after thirty days' written notice from the Design and Review Committee to do so, the Design and Review Committee shall have the right to enter upon such Lot and may cause the same to be cleaned twice yearly as necessary and to charge the actual cost thereof to the property owner.

Section 9. Landscaping must be completed within two summers after the owner's occupancy of the property. Each owner must submit a landscaping plan for approval to the Design and Review Committee. No landscaping shall be undertaken without a plan approved by the Design and Review Committee. All yards must be landscaped with vegetation appropriate for our climate. No area can be left to the natural growth of weeds.

Section 10. Construction of site built homes must be completed within twelve months of commencement of construction. Construction of outbuildings must be completed within six months of commencement of construction

Article IV.

ORGANIZATION AND POWERS OF HOMEOWNERS ASSOCIATION

Section 1. Organization. Not later than after the sale of the second Lot in the Property, Declarant shall take steps with deliberate speed to form the Association, which shall be called the Sweetwater Station Addition Homeowners' Association, unless Declarant shall, in Declarant's sole discretion, select a different name for the Association. Upon the organization of the Association, Declarant shall convey the Common Areas to the Association.

Section 2. Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from fee simple title ownership of such Lot.

Section 3. Voting. For purposes of electing directors of the Board and for other Association actions requiring a vote as provided for in this Declaration, including assessments, Declarant shall have two votes for each Lot owned by Declarant. All other Owners shall have one vote per Lot owned.

Section 4. Powers of Association. The Association shall have the power to:

- (a) own the Common Areas and have all rights of an Owner, except voting rights. No Owner shall, in whole or in part, alter or damage in any way the landscaping, structures or other improvements which may be located upon any of the Common Areas;
- (b) manage, control and maintain the Common Areas;



- (c) impose assessments upon Owners other than Declarant, and have all powers necessary to carry put the functions for such assessments as provided in Article V below; and
- (d) enforce the provisions of this Declaration against any Owner for the benefit of the Association, the Property and the Owners as a whole, and levy assessments for the purposes of such enforcement.

Article VI.

ASSESSMENTS

Section 1. Covenant of Personal Obligation of Assessments. Every Owner of a Lot, by acceptance of the deed or other instrument of conveyance thereof, whether or not it shall be so expressed in such deed or other instrument of conveyance, is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) annual assessments, (b) special assessments, and (c) default assessments applicable to such Lot; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Areas or by abandonment or leasing of such Owner's Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used, as determined in the sole discretion of the Board from time to time, exclusively for the purpose of promoting the health, safety, convenience and general welfare of the Owners, including the improvement, repair and maintenance of the Common Areas. Proper uses of the assessments levied by the Association may include, but are not mandatory or limited to, the following:

- (a) General and administrative expenses, such as banking fees, accounting fees, legal fees, property taxes, insurance, corporation fees and the like;
- (b) Expenses for maintenance and repair, such as trash removal, grounds maintenance, snow removal, landscape maintenance, building maintenance, fencing maintenance, street maintenance and the like;
- (c) Charges and fees for utility services, and the like; and
- (d) Any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for improvements, repair, maintenance and the other uses specified above.

It shall be the responsibility of each Owner to provide all improvement, repair, maintenance and other services to such Owner's Lot to the extent the same are not otherwise provided by the Association hereunder, at any time.

Section 3. Annual Assessments. Maintenance of the Commons Areas shall be financed by a yearly assessment of lot owners within the subdivision. Any Owner who remains in arrears in payment of the assessment shall be subject to liens on his property for payment. Unless a special assessment is approved under Section 4, annual assessments on a Lot shall not exceed in amount the property tax payable to the City of Rock Springs for such Lot.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the costs, fees and expenses of any construction, reconstruction, repair, demolishing, replacement or maintenance of the Common Areas, specifically including any fixtures, personal property and other improvements related thereto and repair and maintenance of the parking areas and roadways within the Property, and any other expense or expenses not reasonably capable of being fully paid with funds generated by the annual assessments described hereinabove. Provided, however, that any such special assessment shall require the approval of the Design and Review Committee and the prior written consent of Owners whose votes constitute at least a majority of total votes based upon Lot ownership as described in Article IV, section 3 above.

Section 5. Reserve for Improvements, Repairs and Replacements. As a part of any annual or special assessments described aforesaid, the Association may levy and establish in any assessment year, a reserve fund for the maintenance, repair and replacement of the Common Areas and any improvements thereon, if any, or for the future construction or improvement thereon, and for the maintenance, repair, replacement or improvement of the fences, landscaping and related appurtenances on the Lots, if applicable.

Section 6. Rate of Assessments. Annual and special assessments must be fixed at a uniform rate for all Lots sufficient to meet the expected needs of the Association, provided that, notwithstanding any provision to the contrary contained in this Declaration, the annual and special assessments set for the Lots owned by Declarant which are neither leased, rented, nor otherwise occupied as a residence shall be zero; provided further, that assessments against an individual Owner and Lot may be made by the Association for the actual costs to the Association of repairing any areas under the control of the subdivision such as irrigation lines, water and sewer in the common areas when such repair is the result of the negligence or willful act of the owner or occupant of any lot within the subdivision.

Section 7. Liens for Assessments. The annual and special assessments provided for hereinabove, and any and all default assessments arising under the provisions of this Declaration, together with any and all interest, costs, expenses, and reasonable attorney's fees which may arise under this Article, shall also be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot to which such assessments apply and shall also be the personal obligation of the Owner of such Lot. Any such assessment shall be deemed to be in default if it remains unpaid for more than 30 days after notice of such assessment. The Association may perfect such lien by written notice to the Owner and by filing the lien notice with the County Clerk for Sweetwater County, Wyoming. The lien notice shall set forth the



description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof, and any other information that the Board may deem proper.

Section 8. Effect of Nonpayment of Assessments. If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid when the same becomes due and payable, or if any default assessment shall arise under the provisions contained in this Declaration, then, in any of such events, interest shall accrue at the rate of Twelve Percent (12%) per annum, or at such other rate as shall be determined by the Board of Directors from time to time, from the due date on any amount thereof which was not paid when due or on the amount of the default assessment, whichever shall be applicable. In addition, failure to make such payment shall result in suspension of any voting rights in the Association or on the Design and Review Committee.

If any annual assessment or special assessment, or any monthly installment thereof, or any default assessment arising hereunder, is not fully paid within Thirty (30) days after the same becomes due and payable, the Association may proceed to evidence and perfect its lien upon the specific Lot as more particularly described in the preceding paragraph. The Association shall, within a reasonable time after perfecting its lien as described in the preceding paragraph, if such assessments remain unpaid, bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Lot, if it desires. In the event that any such assessment is not paid in full when due and the Association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Lot, if it desires. In the event that any such assessment is not paid in full when due and the Association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same or to foreclose its lien against the specific Lot, then the Association's costs, expenses, and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorney's fees incurred for any such action and foreclosure proceedings shall be taxed by the Court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Lot in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing, or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all monthly installments, if any, for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any Lot at foreclosure or other legal sale or to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey or otherwise deal with the same.

Section 9. The Association shall give written notice by certified mail, with return receipt requested, of the filing of a lien statement against any Lot, as hereinabove provided, to the Owner of such Lot and to the Mortgagees of record of such Lot at the time of filing of the



lien statement.

Section 10. Subordination of Lien for Assessments. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot to a Mortgagee pursuant to the remedies provided in its Mortgage shall extinguish the lien for unpaid assessments or charges which accrue prior to the time of such sale or transfer, which shall be deemed to be the date of a deed in lieu of foreclosure, the date of the sale in any mortgage foreclosure proceeding, retroactively upon the expiration of any statutory redemption period, or the date of the exercise of any other such remedy as may be provided in such Mortgage. No such sale or transfer to a Mortgagee shall relieve a Lot from liability for any assessments or charges thereafter becoming due or from the' lien thereof.

Article VII.

MISCELLANEOUS

Section 1. Severability. All of the covenants, conditions, reservations, restrictions and other provisions contained in this Declaration shall be construed together, but shall be deemed to be independent and severable. The invalidity or unenforceability of any one or more of the provisions contained herein, or any portion thereof, by order of any Court or otherwise, shall in no way affect the validity and enforceability of any of the other terms and provisions of this Declaration, which terms and provisions shall remain in full force and effect.

Section 2. No Waiver. The failure of the Association or of the Design and Review Committee to enforce one or more of the provisions of this Declaration on one or more occasions shall not be deemed a waiver of such provision with respect to any other occasion.

Section 3. Integration. This Declaration represents the entire set of covenants conditions and restrictions absent written amendment filed with the County Clerk for the County of Sweetwater, Wyoming and no other representations shall be binding upon Declarant, the Association or the design and Review Committee.



RECORDED 8/25/2005 AT 09:30 AM REC# 1458961 BK# 1036 PG# 0069
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 10 of 13

Section 4. Amendment. This Declaration may only be amended by a vote of two thirds (2/3) of the eligible votes of all Owners. Any such amendment must be in writing and shall be filed promptly upon its adoption with the County Clerk for the County of Sweetwater, Wyoming.

In witness whereof, all of the partners of Declarant have executed this Declaration on this 3rd day of August 2005.

Sweetwater Station, LLC, a Wyoming limited liability company

By: Thomas E. Spicer
Thomas E. Spicer
General Partner

By: Suzanne R. Crosley
Suzanne R. Crosley
General Partner

By: Paul M. Spicer
Paul M. Spicer
General Partner

By: Robert M. Spicer
Robert M. Spicer
General Partner

By: Martha S. Valentine
Martha S. Valentine
General Partner

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

The foregoing instrument was acknowledged before me this 3rd day of August, 2005, by THOMAS E. SPICER.

Witness my hand and official seal.

My commission expires: Nov 14, 2005

Frank Plesner
Notary Public



The State of Wyoming)
~~Colorado~~



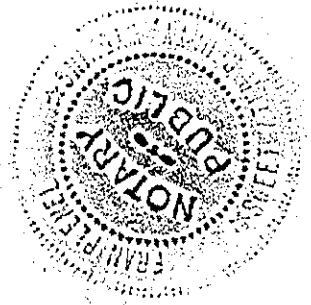
County of Sweetwater)
: ss.

The foregoing instrument was acknowledged before me this 3rd day of August, 2005, by SUZANNE R. CROSLY.

Witness my hand and official seal.

My commission expires: Nov 17, 2005

Jean Plenet
Notary Public



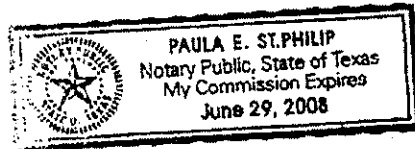
The State of TX)

County of Harris)
: ss.

The foregoing instrument was acknowledged before me this 9th day of August, 2005, by PAUL M. SPICER.

Witness my hand and official seal.

My commission expires: June 29, 2008



Paula St. Philip
Notary Public

The State of Wyoming)

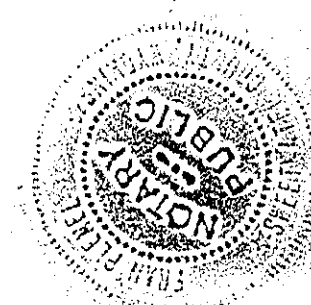
County of Sweetwater)
: ss.

The foregoing instrument was acknowledged before me this 3rd day of August, 2005, by ROBERT M. SPICER.

Witness my hand and official seal.

My commission expires: Nov 17, 2005

Jean Plenet
Notary Public



The State of Wyoming)

County of Sweetwater)
: ss.

The foregoing instrument was acknowledged before me this 3rd day of

August, 2005, by MARTHA S. VALENTINE.

Witness my hand and official seal.

My commission expires: NOV 14, 2005

Fran Plesner
Notary Public



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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 13 of 13