616872

RECORDED October 9 19 97 9:50 AM

IN BOOK 228 OF PHOTO PAGE 509

PAULETTE THOMPSON, WESTON COUNTY CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RANCHES AT SWEETWATER CREEK

BE IT KNOWN BY ALL MEN:

SWEETWATER CREEK RANCH, L.L.C., a Nebraska limited liability company, is the Owner of real property situated in Weston County, Wyoming known and described as follows:

TOWNSHIP 47 NORTH, RANGE 61 WEST, 6TH P.M., WESTON COUNTY, WYOMING

Section 19: SE¼SE¼
Section 20: SW¼SW¼
Section 29: NW¼NW¼, NW¼NE¼, S½N½, SE¼SW¼, SE¼
Section 28: SW¼SW¼
Section 32: E¼, E½W½
Section 33: W½NW¼

TOWNSHIP 46 NORTH, RANGE 61 WEST, 6TH P.M., WESTON COUNTY, WYOMING

Section 05: NE¼NW¼, W½E¼, SE¼SE¼
Section 08: E½NE¼, NE¼SE¼ and that portion of the SE¼SE¼ lying West of U.S. Highway 85 and the NW¼NE¼, NW¼SE¼
Section 17: E½E½ lying West of U.S. Highway 85 less:
A tract of land described as follows, to-wit: Beginning at a point North 27°30' West 480 feet from the Southeast corner of Section 17, Township 46 North, Range 61 West; thence, North 3° East 823 feet along the west side of Wyoming State Highway No. 85 as now located; thence, North 87° West 408 feet; thence, South 3° West 823 feet; thence, South 87° East 408 feet to the place of beginning, all in the SE¼SE¼ of Section 17, Township 46 North, Range 61 West, 6th P.M., Weston County, Wyoming.

Section 17: All of that portion of NE¼NW¼, SE¼NW¼, NE¼SW¼, SW¼SE¼, SE¼SW¼, and all of the W½NE¼, NW¼SE¼

Lying easterly of the following described line:
Beginning at Section corner common to Sections 7, 8, 17 and 18 in Township 46 North, Range 61 West of the 6th P.M., thence North 89°50' East along the north section line of said Section 17 for a distance of 2080.2 feet to a point; thence South 11°16' East for a distance of 380.0 feet to a point, thence South 3°47' West for a distance of 798.0 feet to a point; thence South 21°09' West for a distance of 570.0 feet to a point; thence South 16°59' East for a distance of 1440.0 feet to a point; thence South 48°38' West for a distance of 529.0 feet to a point; thence South 03°55' East for a distance of 597.0 feet to a point; thence South 28°03' East for a distance of 711.0 feet to a point, thence South 44°29' East for a distance of 927.0 feet to a point; thence South 15°37' East for a distance of 795.0 feet to a point, thence South 36°05' East for a distance of 496.0 feet to a point; thence South 56°58' East for a distance of 448.0 feet to a point; thence South 78°28' East for a distance of 298.0 feet to a point; thence South 47°14' East for a distance of 206.0 feet to a point; thence South 08°39' East for a distance of 315.0 feet to a point; thence South 15°22' East for a distance of 155.0 feet to a point; thence South 12°06' West for a distance of 200.0 feet to a point; thence South 08°29' East for a distance of 245.0 feet to a point; thence South 06°45' West for a distance of 299.0 feet to a point; thence South 02°07' West for a distance of 398.0 feet to a point; thence South 21°07' East for a distance of 251.0 feet to a point; thence South 31°52' East for a distance of 450.0 feet to a point; thence South 13°16' East for a distance of 398.0 feet to a point; thence South 32°41' East for a distance of 397.0 feet to a point; thence South 31°30' East for a distance of 324.0 feet to a point; thence South 02°31' East for a distance of 419.0 feet to a point; thence South 23°07' East for a distance of 347.0 feet to a point; thence South 03°21' East for a

distance of 294.0 feet to a point; thence South 24°45' East for a distance of 115.6 feet to a point on the West boundary of said Section 28 for a distance of 714.2 feet South of Section corner common to Sections 20, 21, 28 and 29, less lands to State Highway right-of-way in E½E½ of Section 17 and E½SE¼ of Section 8.

WHEREAS, the Declarant desires to place certain covenants on the Land for the betterment of the health, safety and welfare of the Owners, residents and occupants of the Land,

NOW THEREFORE, the Declarant does hereby encumber the Land described hereinabove with these declarations of covenants, conditions and restrictions, and these declarations shall constitute the covenants running with all the Land and shall bind the Declarant and the Owners of Tracts within the above-described Land, and their respective social guests, invitees, agents, heirs, assigns and successors in interest.

ARTICLE I.
DEFINITIONS

1. The Declarant. Sweetwater Creek Ranch, L.L.C.

2. The Land. The real property described hereinabove.

3. Tract(s). Any parcel contained within the Land, but excluding Common Areas.

4. Common Area(s). All of the Land which the Owners use for their common use and enjoyment, including any and all streets, roads and thoroughfares.

5. The Association. The Ranches at Sweetwater Creek Property Owners Association, Inc., a Wyoming nonprofit mutual benefit corporation which was incorporated on _____, 1997.

6. Owner(s). Any individual or entity holding a fee simple interest in a Tract, which includes purchasers on contract, but excludes those having merely security interests in a Tract. Owner(s) shall include the heirs, assigns, and successors in interest of any individual or entity holding a fee simple interest to a Tract or a purchaser on contract.

7. Board of Directors. The Board of Directors of the Association.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE RANCHES AT SWEETWATER CREEK PROPERTY OWNERS ASSOCIATION

1. All Owners shall be members of the Association, their membership shall be appurtenant to and inseperable from ownership of any Tract and each Tract shall be subject to annual and special assessments for capital improvements, except those Tracts owned by the Declarant.

2. The Association shall have two classes of voting membership:

   Class A. Class A members shall be all Owners, excepting the Declarant, and each Owner shall be entitled to one vote per acre regardless of the number of Owners holding an interest in a Tract.

   Class B. A Class B member shall be the Declarant only. A Class B member shall be entitled to three votes for each acre owned within a Tract. The Class B membership shall expire and be converted to Class A membership when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B Membership.

ARTICLE III
COVENANTS FOR MAINTENANCE OF ASSESSMENTS

1. Creation of a Lien and Personal Obligation of Assessments. By obtaining an interest in any Tract, the Owners knowingly consent to be obligated to pay the Association annual assessments and special assessments. The Association may assess collection costs, expenses and reasonable attorney's fees incurred in collecting past due assessments. Annual assessments, special assessments, expenses, collection costs and attorney's fees shall constitute a lien on the Tract and shall also be the personal obligation of the Owner of a Tract at the time the assessment accrues. The Owner shall remain personally responsible for accrued assessments when he or she conveys the Tract, however, the lien shall run with the Tract until satisfied regardless of whether the Tract is sold.

2. Purpose of Assessments. The Association shall appropriate the assessments for promoting recreation, health, safety and welfare of the Owners, including but not limited to maintaining roadways throughout the Land.

3. Annual Assessment. The maximum annual assessment during the first year following the organizational meeting of the Association shall not exceed $200.00 per Tract and the Board of Directors shall not increase the annual assessment by more than 10% annually, unless approved by a 2/3rds vote of each class of members. At the organizational meeting, the Board of Directors shall determine the commencement date for annual assessments, establish due dates for assessments, and adopt procedures to be included in the Association's bylaws governing the administration of the assessment system.

ARTICLE IV.
GENERAL RESTRICTIONS ON ALL TRACTS

1. Restrictions on Residential, Agricultural, Commercial and Industrial Activities. Each Tract shall be used only for single family residences and/or for agricultural purposes. All business, commercial, industrial or manufacturing activities are prohibited, whether conducted for profit or not, on any Tract. No dwelling or any part thereof shall be used as a boarding house on any Tract, except the Owners may lease single-family residences, outbuildings and Tracts for residential and agricultural purposes only.

2. Prohibition of Mining and Quarrying Operations. No mining or quarrying operations for minerals shall be permitted within the Land. No natural resources contained on the surface of the Land may be excavated and sold for commercial, industrial or manufacturing operations or pecuniary gain.

3. Animals at Large. Owners shall restrain animals from running at large throughout the Land. Grazing confined to each Tract is permitted.

4. Garbage Removal. No Tract shall be used or maintained as a dumping ground for old vehicles, junk, or rubbish. Owners shall store all refuse and trash within their residence, garage or outbuildings and shall not permit trash to accumulate. Owners are permitted to place trash into receptacles at a designated trash retrieval site for a period not to exceed 24 hours immediately preceding the regularly scheduled pick-up time.

5. Fences. Fencing is permitted, but Owners shall keep their fences in a state of good repair.

6. Building Restrictions. Owners may construct and/or affix stick-built homes, double-wide trailers, and modular homes on permanent foundations, but in no event shall a trailer house or mobile home be placed on a Tract. For purposes of modulars and double-wide trailers, a permanent foundation constitutes a concrete foundation and requires Owners to remove all transportation gear from the portable modular homes or double-wide trailers, including wheels and axles. The ground floor area of a single family residence, exclusive of porches, carports, garages and outbuildings, shall be no less than

1,000 square feet in floor area for a one-story dwelling. Where a single family dwelling contains more than one level, the first two levels shall equal no less than 1,200 square feet of floor area.

7. Minimum Setback Requirements. Each building on a Tract shall have a 25 foot minimum setback distance measured from the Tract lines to the nearest wall of a structure.

8. Landscape Development. All Tracts disturbed by construction shall be reclaimed with suitable ground cover.

9. Used or Temporary Structures. No temporary house, mobile home, trailer, double wide, or other structure of a non-permanent nature shall be allowed on any Tract as a place of residence or habitation, either permanently or temporarily, except during construction periods, and no dwelling shall be occupied as a residence prior to its completion.

10. Off-Street Parking. No parking shall be allowed within the boundaries of any common roadway.

11. Sanitary Systems. No sewage disposal system shall be constructed, altered or allowed to remain or be used on a Tract unless fully approved as to design, capacity, location and construction by the Wyoming Department of Environmental Quality.

12. Prohibition Against Noxious Activity on Tracts. No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts.

ARTICLE V.
MISCELLANEOUS PROVISIONS

1. Effect and Duration. These declarations shall be for the benefit of and binding upon each Tract, the Owners, the Declarant, and their respective heirs, assigns, agents, personal representatives, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these declarations are terminated pursuant to the laws of the State of Wyoming.

2. Amendments. These declarations shall not be waived, terminated or amended except by written consent of two-thirds of the members in each class who have voting rights and who are in good standing. An amendment shall only be in effect if it is in writing and recorded in the office of the Weston County Clerk, Newcastle, Wyoming.

3. Enforcement. If any person shall violate or threaten to violate any provision of these declarations, it shall be lawful for the Association, the Board of Directors, the Declarant, and/or an Owner to institute proceedings at law or in equity to enforce the provisions of these declarations, to restrain any individual or entity from violating or threatening to violate these declarations, to recover damages, both actual and punitive, for such violation, and to collect attorney's fees and collection costs incurred in enforcing these declarations.

4. Governing Law. The laws of the State of Wyoming, County of Weston shall govern these declarations.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1 day of October, 1997 at 3:30 o'clock P.m.

SWEETWATER CREEK RANCH, L.L.C.

By: James J. Giesler
JAMES J. GIESLER, Manager

STATE OF:)
: ss
COUNTY OF:)

On the 1st day of October, 1997, James J. Giesler appeared before me and acknowledged himself to be the Manager of Sweetwater Creek Ranch, L.L.C. and he, as said Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager.

Witness my hand and official seal.

Nadine H. Ostrow
Notary Public

My Commission Expires:

GENERAL NOTARY-State of Nebraska
NADINE H. OSTROW
My Comm. Exp. Dec. 8, 2000

618416

RECORDED DEC 15 1997 4:50 P
IN BOOK 230 OF PHOTO PAGE 107
PAULETTE THOMPSON, WESTON COUNTY CLERK

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RANCHES AT SWEETWATER CREEK

BE IT KNOWN BY ALL MEN:

WHEREAS, Sweetwater Creek Ranch, L.L.C., recorded Declaration of Covenants on October 9, 1997 at 9:50 a.m. in Book 228 of Photos, Pages 509-513 in the Office of the Weston County Clerk; and

WHEREAS, Article V, paragraph 2 of that Declaration provides that the Declarations can be amended upon the written consent of two-thirds (2/3) of the entire membership of the Ranches at Sweetwater Creek Property Owners Association, Inc.; and

WHEREAS, the Sweetwater Creek Ranch, L.L.C. constitutes more that two-thirds (2/3) of the membership of the Association; and

WHEREAS, the Sweetwater Creek Ranch. L.L.C. desires to amend those Declarations and hereby grants consent to so amend;

NOW THEREFORE, Article IV, paragraph 1 of those Declarations, entitled Restrictions on Residential, Agricultural, Commercial and Industrial Activities, is hereby rescinded and replaced with the following language, to wit:

1. Restrictions on Residential, Agricultural, Commercial and Industrial Activities. Each Tract shall be used for single family residences and/or for non business agricultural purposes. Home occupational activities shall be permitted. Home occupational activities shall mean an accessory occupational use conducted entirely within a dwelling unit by its inhabitants, which is clearly incidental to the residential use of the dwelling unit or residential structure and does not change the residential character of its site. All other commercial, industrial, manufacturing of agricultural activities are prohibited, whether conducted for profit or not on any Tract. Owners may lease single-family residences, outbuildings and Tracts for purposes consistent with these Declarations.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 12th day of December, 1997.

SWEETWATER CREEK RANCH, L.L.C.

By: James J. Giesler
James J. Giesler, Manager

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On the 12 day of December, 1997, James J. Giesler appeared before me and acknowledged himself to be the Manager of Sweetwater Creek Ranch, L.L.C. and he as said Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager.

Witness my hand and official seal.

Julie A McClenahan
Notary Public

My Commission Expires: 7/14/00

GENERAL NOTARY-State of Nebraska
JULIE A. McCLENAHAN
My Comm. Exp. 7/14/00