



**DECLARATION OF PROTECTIVE COVENANTS
OF
SWEETGRASS PLANNED UNIT DEVELOPMENT – 5th and 6th Filings**

KNOW ALL MEN BY THESE PRESENTS:

These conditions, covenants, restrictions, and easements apply to Sweetgrass 5th Filing and Sweetgrass 6th Filing, a portion of the Sweetgrass Planned Unit Development subject to the master annexation agreement dated February 12, 2018 and duly recorded in the records of the Clerk of Laramie County beginning at Book 2583 at Page 1914.

Attached hereto and incorporated herein by reference as Exhibit A is the Sweetgrass Home Owners Association Agreement dated JAN 9th, 2020, as amended through September 15, 2021, herein referred to as the Sweetgrass HOA, as amended.

THIS DECLARATION made this 15 day of September, 2021 by Sweetgrass Land Co., LLC, a Wyoming duly authorized and existing limited liability company herein referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described as:

All lots and all blocks of Sweetgrass 5th Filing, an addition to the City of Cheyenne, County of Laramie, State of Wyoming, situated in the North ½ of section 16 of Township 13 North, Range 66 West of the 6th P.M.

And

All lots and all blocks of Sweetgrass 6th Filing, an addition to the City of Cheyenne, County of Laramie, State of Wyoming, situated in the North ½ of section 16 of Township 13 North, Range 66 West of the 6th P.M.

and is desirous of subjecting the real property described above to the conditions, covenants, restrictions, and easements hereinafter set forth, all of which are for the benefit of said property, and for the owner there, and shall inure to the benefit of and pass with said property and each parcel therefor to future owners, and shall apply to and bind the owners and any successors in interest thereof;

NOW, THEREFORE, the Declarant hereby declares that the real property described above is, and shall be, held, transferred, or sold, subject to the conditions, covenants, restrictions, and easements hereinafter set forth within the Sweetgrass Home Owners Association Agreement, attached hereto as Exhibit A.

FURTHER, AS AN ADDITIONAL DECLARATION:



Assessments levied by the Sweetgrass Home Owners Association (the "Association") shall be used exclusively for the purposes provided in this Declaration (including Exhibit A) and to secure such benefit each Owner of real property within the described property, jointly and severally and for himself, herself, their heirs, devisees, legal representatives, successors and assigns, by acceptance of a deed within the described property, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees:

- (1) To pay to the association the assessments and any special assessment which may or shall be levied by the association pursuant to this Declaration against all real property owned by that person.
- (2) To pay to the Association any special assessment and other charges which may or shall be levied by the association pursuant to this Declaration against all real property owned by that person.
- (3) That there is hereby created a continuing charge and lien upon all real property owned by that person against all such assessments are made to secure payment of such assessments and any interest thereon as provided by Wyoming law together with costs of collection including reasonable attorney's fees.
- (4) That such continuing charge and lien on such real property binds such real property in the hands of the then Owner and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien shall be superior to any and all charges, liens, or encumbrances which may hereafter in any manner arise or be imposed upon such real property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, *EXCEPT* such liens for taxes or other public charges as are by applicable law made superior and for purchase money mortgages obtained when Owner acquires the real property. Such continuing charge and lien shall not be affected by any sale or transfer of the real property.
- (5) That no sale or transfer at foreclosure, or in lieu of foreclosure, shall relieve any real property from the liability for any assessment thereafter assessed.
- (6) That all annual, quarterly, special, and specific assessments (together with interest thereon and costs of collection, including a reasonable attorneys' fees) levied against any real property owned by that person during the period he or she is an owner shall be (in addition to being a continuing charge and lien against such real property) a personal obligation which will survive any sale or transfer of the real property owned by that person; provided, however, that such personal obligation for delinquent assessments shall not pass to the owner's successor in title unless expressly assumed by such successor, but shall remain a charge and lien upon the real property.

FURTHER, AS AN ADDITIONAL DECLARATION: Each homeowner shall erect and maintain in good order a privacy fence between that homeowner's lot and any neighboring lots. Such lot owners are encouraged to split the cost of any common fence. The Association, through its Design Review Committee must approve the fencing materials and proposed plan of construction in advance of construction.

