

Sweetgrass Home Owners Association Agreement

We, the Residential Property Owners in Sweetgrass, pledge to be good stewards of Sweetgrass and to make it a safe, healthy, happy, engaged and beautiful community.

DECLARATIONS:

For consideration paid as part of the purchase price of a residential lot, or a residence on a lot in the Sweetgrass PUD, the Residential Property Owner becomes a member of the Sweetgrass Home Owners Association, a Wyoming non-profit corporation, and agrees to be bound by the obligations of, and to receive the benefits of, the Sweetgrass Home Owners Association (hereinafter, "HOA").

This Agreement is binding upon each residential lot and residence (hereinafter "Residential Property or Lot") and the owner of a residence or residential lot (hereinafter, "Residential Property Owner" or "Lot Owner") in First Filing of Sweetgrass and all subsequent filings for which a more restrictive HOA has not been adopted, and upon their successors and assigns. It is the intent that all rights, benefits, privileges, duties and responsibilities associated with this association shall run with and to the benefit of the Residential Property Owner or Lot Owner by virtue of such ownership.

All Residential Property described within the Sweetgrass PUD is restricted by the covenants contained in this Agreement and the Sweetgrass PUD Annexation, Master Annexation Agreement, date February 12, 2018 and recorded beginning at book 2583, page 1914, in the records of the Clerk of Laramie County, State of Wyoming, and as may be subsequently amended from time to time (hereinafter the "PUD".) It is the intention of Declarant that the HOA shall act as the Committee, as set forth in the PUD, until such time as the HOA no longer exists or delegates to another entity the rights, privileges, duties and responsibilities as the Committee.

Any conflict between the PUD and this HOA shall resolved in favor of the PUD, as it may be amended from time to time.

This Association shall not apply to any property that is within the PUD zoned as commercial or under some other non-residential classification except for trails and common areas primarily serving residential areas within the Sweetgrass PUD.

Residential Property shall be used and occupied as residential home sites only. Residential Property Owners shall have full enjoyment of their Residential Property within Sweetgrass subject to the covenants contained in this Agreement.

The HOA shall: hold title to, maintain and manage certain real and personal property assets in, on and appurtenant to the Sweetgrass Common Areas, including rights of way, bike paths, utilities and other assets; enforce this Agreement; assess its members for the costs of management and maintenance of the Common Areas and for other projects and activities for the benefit of those living in Sweetgrass as determined by the HOA; provide an organizational entity for other activities of the Lot owners; and promote the common interests of its members. Lot Owners within Sweetgrass are bound for the payment of assessments duly made according to rules promulgated by the HOA. Non-payment of assessment may result in imposition of a lien against the Lot which may be foreclosed by judicial process or by advertisement and sale under Wyoming law.

DUTIES OF THE HOMEOWNERS ASSOCIATION:

The Home Owners Association shall act as the Committee under the PUD and may be the owner and operator of land and improvements conveyed to it by Sweetgrass Land Co, LLC, and dedicated as Common Area. It shall be the responsibility of the Home Owners Association to operate, maintain, enhance the beauty of, and protect all Sweetgrass Common Areas and improvements thereon, for the benefit and enjoyment of the residents of Sweetgrass.

Further, the Residential Property of Sweetgrass is bound by design standards that enhance the overall beauty and likeability of Sweetgrass, and shall be bound by the PUD and Covenants, Conditions, and Restrictions (CCR's), that are designed to protect the property values of all property owners of Sweetgrass. It shall be the duty of the Home Owners Association to enforce design standards, the PUD, and CCR's. In accordance with the PUD, the HOA may establish processes to amend design standards, the PUD, and CCR's, or to allow variances from design standards, the PUD, and CCR's, but unless such processes are adopted and utilized, all design standards, the PUD, and CCR's shall be enforced.

Most importantly, it is the mutual duty of Residential Property Owners in Sweetgrass to be good stewards of Sweetgrass and to make it a safe, healthy, happy, engaged and beautiful community.

REAL ESTATE TRANSFER FEES:

To help pay for landscaping, pathways and other amenities within Sweetgrass, the sale of real property within the Sweetgrass PUD shall be subject to the following:

On behalf of the original purchaser of each build-ready vacant residential lot in Sweetgrass First Filing the HOA received a five hundred-dollar (\$500.00) deposit into the Sweetgrass Home Owners Association bank account from Sweetgrass Land Co., LLC.

The sales price of each build-ready vacant residential lots in subsequent subdivision filing through complete buildout of the Sweetgrass PUD shall be subject to, and include, an assessment of five hundred dollars (\$500.00) for each lot, to be collected at time of closing and remitted to the Sweetgrass Home Owners Association.

Because many Common Area amenities are not in place as First Filing of Sweetgrass is completed, the first sale of a completed residence in First Filing shall not be subject to a real estate transfer fee.

All subsequent sales of a residence within First Filing and all initial sales and subsequent sales of residences in all subsequent subdivision filings of Sweetgrass, shall include an assessment of one-half of one percent (1/2%) of the sales price of the residence, to be collected at the time of closing and remitted to the Sweetgrass Home Owners Association.

REGULAR ASSESSMENTS:

At the closing of the purchase of a residence (hereinafter, the "Home Owner") in Sweetgrass, the Home Owner shall pay to the HOA bank one hundred fifty dollars (\$150.00) toward the first three-month assessment. Each quarter thereafter, in advance, the Home Owner shall pay into the HOA bank account a Quarterly Assessment of one hundred fifty dollars (\$150.00). The Quarterly Assessment may be scheduled as a monthly, quarterly or bi-annual assessment, by majority vote of the Executive Committee. Proposals to increase the Regular Assessment may be made only at the annual meeting, and must be approved by majority vote of the Executive Committee.

MEMBERSHIP AND VOTING RIGHTS:

Each Residential Property Owner is a member of the HOA and is entitled to one vote on association matters that require a vote of the membership. Residential Property Owners who own more than one lot and/or residence (hereinafter "Parcel") are entitled to one vote per Parcel. Voting may be in person or by signed proxy. A signed proxy shall constitute attendance at a membership meeting for purposes of determining a quorum and a majority vote.

HOA EXECUTIVE COMMITTEE:

The initial Executive Committee for the HOA is Doran E. (Del) Lummis, Chairman, Cynthia M. Lummis, Secretary/Treasurer and Claudia Lummis, Vice-Chairman/Member Communications. Each initial Executive Committee member may name a designee to act on his or her behalf at any association meeting.

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Within 30 days after 25% of the residences of Sweetgrass First Filing are owner-occupied, the initial Executive Committee shall hold the first formal meeting of the HOA membership. At the meeting, two new Executive Committee members shall be selected by majority vote of the members attending in person or by proxy, bring the board size to five members. Within 30 days after 90% of the residences of First Filing are owner-occupied, the second formal meeting shall be held, at which meeting the three initial Executive Committee members may be replaced by three residential owner-occupants by majority vote of members attending in person or by proxy. The HOA Executive Committee may name a separate Design Review Committee. All Executive Committee and Design Review Committee members shall serve until their successors are duly elected, qualified, and acting.

DESIGN REVIEW COMMITTEE FORMATION:

The initial Executive Committee may contract for the services of the initial Design Review Committee.

OFFICERS:

The five-member Executive Committee shall select from among its members the Chairman/CCR and Design Enforcement, Vice-Chairman/Member Communications, and Secretary/Treasurer. Officer duties may be spread among the five Committee members as the board decides, but there shall be no fewer than three officers and five Committee members.

VACANCIES:

If an officer or Executive Committee member resigns, the committee shall select an interim officer or committee member from among the HOA membership to fill the vacancy until the next annual meeting, at which meeting the vacancy shall be formally filled by majority vote of the members attending in person or by proxy.

TERMS:

The term of Executive Committee members shall be two years; Committee members may serve no more than five consecutive terms. The term of Officers shall be two years; Officers may serve no more than two consecutive terms in each office.

PAYMENT OF BILLS:

All withdrawals from the HOA bank account shall require the signature or advance written approval of two HOA Officers.

ANNUAL FINANCIAL REVIEW AND ACCOUNTING:

An annual HOA financial review shall be conducted by a Wyoming certified public accountant, the findings of which shall be reported or made available to the membership annually. Bookkeeping may be conducted or contracted by the Executive Committee.

EXPENDITURE OF HOA ASSESSMENTS:

HOA assessments may be expended for all purposes set forth in the PUD and for the following purposes:

Payments to the City of Cheyenne pursuant to Sweetgrass PUD Annexation Master Annexation Agreement, including Section 13, Park Acquisition and Improvement Fees (PAI) and any payment into the Sweetgrass Public Improvement Special Fund;

Payment of property taxes that may be assessed by the Laramie County Assessor on Common Areas that are owned and operated by the HOA, and such other taxes as may be assessed upon the HOA;

Operation, maintenance, or addition of dedicated residential Common Areas, including trails, signs, decorative fencing, lighting, landscaping, trees, irrigation systems, art, and Common Area lawns, including Common Area snow removal;

Costs of Enforcement of PUD and Covenants, Conditions, and Restrictions (CCRs), including attorney costs and fees;

Costs of collecting and accounting for assessments and expenditures and enforcing liens if required for collection of assessments;

Professional service fees, including accounting, legal, Common Area liability and property/casualty insurance;

Member communications, including social media, web site maintenance, wireless internet service, and membership communications;

Rent for HOA office space, costs of conducting annual and special meetings;

Costs of maintaining books and records of HOA, including accounting fees and financial review fees;

Provide mediation services for disputes by and among members;

Events sponsored by the membership;

Construction and maintenance of HOA-owned structures, such as tennis courts, recreation or craft halls, and other structures that benefit the HOA membership;

Rebates of assessments/dividends to members, if approved by majority vote of the Membership at the annual meeting; and

Such other purposes as the Membership approves by majority vote at an Annual Meeting.

ADDITIONAL SWEETGRASS SUBSEQUENT SUBDIVISION FILINGS:

Subsequent filings within the Sweetgrass PUD shall be subject to this Agreement with respect to residential lots, including its Design Guidelines and CCR's, as amended or updated, although a subsequent subdivision filing or portion of a subsequent subdivision filing may choose to adopt its own HOA. Such HOA, including its Design Guidelines and CCR's shall be no less restrictive than in this Agreement to ensure that all Residential Property Owners enjoy their property and all Common Areas in attractive surroundings, free of nuisances, undue noise and danger. Such HOA shall remain subject to this Sweetgrass HOA unless the boards of the two associations enter into an agreement providing otherwise.

Commercial lots of all subdivision filings shall not be subject to this HOA.

DESIGN REVIEW COMMITTEE:

A Design Review Committee (the "DR Committee") for Sweetgrass is constituted, composed initially of Del Lummis, Cynthia Lummis and Claudia Lummis or their designees and successors. All DR Committee actions or decisions shall be by majority vote. **The DR Committee may designate a single representative to act for it, in which event the decisions of the single representative may be reviewed by the DR Committee upon the request of the lot owner or builder.** Members of the DR Committee, or the its designee, shall be entitled to compensation as established by the Executive Committee of the HOA.

The DR Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request for application made pursuant to this Agreement. Any approval or permission granted by the DR Committee shall not be construed to constitute approval or permission by any official of any government agency.

Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

DR COMMITTEE APPROVAL REQUIRED:

No building or improvement shall be constructed or erected upon any Lot within Sweetgrass until the DR 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 for approval and notices to the DR Committee required herein shall be sent to:

Design Review Committee
106 E. Lincolnway, Suite 300
Cheyenne, WY 82001

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

- a. A site plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all roads, paths, driveways and sidewalks, the drainage across such lot 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); and
- d. A description on the drawings or a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

The DR Committee reserves the right to require the applicant to submit such other information that it deems necessary for its determination. If the DR Committee seeks additional information, the time period for its decision shall not start until such information is received by the DR Committee. The DR Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Agreement and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with topography and finish grade elevations.

In the event that the DR 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. The plans, specifications and any other documents and materials submitted for approval shall remain in the possession of the DR Committee.

DR Committee approval or disapproval of any plan submitted and complete with all required information, shall be made within fourteen (14) days of receipt. If the DR Committee fails to act within fourteen days, the plan is deemed approved. DR Committee failure to approve or reject the plan shall not constitute waiver of the rights of the Homeowners Association to enjoin the construction of any structure which does not comply with any other provisions of this Agreement.

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If any construction is commenced upon any Lot within Sweetgrass without prior approval of the DR Committee, the HOA and/or any Lot Owner may institute an action to enjoin, and to cause the removal of, construction until DR Committee approval has been granted. The prevailing party in the injunction action shall be entitled to recover attorney's fees and court costs incurred in the action.

USE OF LOTS.

No structure other than one townhouse, one twin-home or one private single-family dwelling with a private attached garage and an outbuilding meeting standards set out as follows shall be constructed or erected on any Lot in Sweetgrass. All construction shall be new and shall meet all applicable building codes, rules, regulations and requirements, zoning laws and minimum building standards, including the Sweetgrass PUD approved by the City of Cheyenne, as amended from time to time. No structure may be moved from a location outside of Sweetgrass into Sweetgrass.

All detached outbuildings (accessory building) shall meet the following minimum design and construction standards:

- a. Maximum size is defined in the PUD; must be one level only;
- b. Construction standards are the same as the primary residence; construction materials shall be the same quality, color and style as the primary residence.
- c. Distance from outbuilding to residence must be approved by the Committee to give the appearance of an integrated unit;

OTHER RESTRICTIONS:

Consistent with the PUD, no activity of an offensive, annoying, or nuisance nature shall be conducted on the property.

All buildings and landscaping shall be kept in good general condition and repair at all times;

No television antennas; specialty antennas must be approved by the DR Committee; satellite dishes are allowed; oversized satellite dishes (larger than 18 inches) must be approved by the DR Committee;

Wind energy generation on any Lot must be approved by the DR Committee;

American flags and Wyoming flags are encouraged;

No rubbish or junk, no unlicensed vehicles or vehicles that do not run or are in a state of disrepair, no broken or discarded appliances or other junk;

Trash, garbage, litter or junk or other waste must be in containers that can be removed or emptied on a regular basis;

During construction, lot owner must ensure that construction materials and debris does not blow or is not carried off to other Lots, public roads or rights of way;

No on-street storage of boats, RV's or other recreational vehicles;

No Lot may be divided into smaller Lots unless approved by the DR Committee;

No temporary buildings, trailers, modular homes, tents, shacks, garages, barns, basements or other structures shall be used on any Lot as a dwelling;

Expected use of a construction-related temporary job site or tool shed must be approved by the DR Committee; the shed must be removed within 6 months after construction on the lot is complete;

No mobile homes shall be converted to a permanent dwelling on any Lot.

MINIMUM SIZE.

All floorplans for the principle dwelling constructed upon any of the Lots shall have a minimum fully enclosed ground floor of according to the following table, not including porches, terraces, basements walk-out basements or attached garages. Square footage shall be determined by measuring the framing dimensions.

<u>Lot Type</u>	<u>Fully Enclosed Ground floor minimum size</u>
Very Low Density Residential (VLDR)	3000 square feet
Low Density Residential (LDR)	1800 square feet
Medium Density Residential (MDR)	1200 square feet
High Density Residential (HDR)	1000 square feet

CONSTRUCTION REQUIREMENTS.

All dwellings must be custom built; no tract housing is allowed in Sweetgrass. No proposed dwelling shall be substantially similar to an adjacent dwelling. All exterior surface materials and roofing shall be approved by the Committee. All construction shall conform to the PUD unless

an exception is provided by the DR Committee within the parameters of its authority under the PUD.

All dwellings and improvements shall be constructed to meet the minimum requirements of this Agreement and all public Codes and Regulations in effect at the time of construction.

Once construction is commenced on any residence or outbuilding it must be completed within one year of construction beginning or approval of the plan by the DR Committee, whichever is less.

LANDSCAPING.

Landscaping requirements are set forth in the PUD and shall be evaluated by the DR Committee upon submission by the owner to that committee for review. Any revision to landscaping plans must be submitted to the DR Committee in advance for approval.

Landscaping shall be installed to enhance the Lot, the adjoining Lots, and Sweetgrass, to provide drainage and erosion control and to achieve a harmonious and integrated appearance within Sweetgrass.

All surface areas of all Lots not otherwise covered by structures or roads shall be covered with native grasses, traditional lawn grass, flowers, trees, shrubs and other landscaping material such as wood chips, rocks, bark or mulch or graveled material. An irrigation system meeting the requirements of the City of Cheyenne shall be installed.

Each Lot owner shall plant and maintain no less than three trees of any variety which shall have the following height requirements: Conifers - no less than four (4) feet when planted, Deciduous trees - no less than six (6) feet when planted. Trees of these required minimums must be replaced if they die. Additional trees of any height are encouraged. No unsightly shelter or wind protection such as tires shall be used. All trees shall conform to the requirements of the Forestry Division of the City of Cheyenne.

Landscaping and other improvements shall not be allowed in locations where they may interfere with safe distance visual requirements at road intersections and driveways.

No buildings, landscaping or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns which exist throughout Sweetgrass. Proposed changes to any natural or designed drainage pattern must be shown and fully explained on the Lot Owners application for approval of construction.

SET-BACKS.

Set back requirements set forth in the PUD shall be evaluated by the DR Committee at the time Lot Owners application for approval of construction is submitted.

GARAGE DOORS:

Garage doors shall not be the dominant feature of the front of the house, twin-home or townhouse. Double garages that are the nearest feature of the house to the street shall be oriented for side entry to avoid streetscapes that are rows of garage doors. Garage doors must have windows. Variances from this requirement must be sought from the Committee in the application.

SIGNS:

Signs advertising the initial offering and permanent landmarks installed by the DR Committee that identify Sweetgrass are allowed. One sign of not more than three (3) square feet advertising the property for sale or rent is allowed. Builder's signs to advertise the property during the construction period only, are allowed. Political campaign signs are allowed. All other signs must be approved by the DR Committee.

PETS AND ANIMALS:

A maximum of four (4) domestic pets are allowed per Lot as long as they are not kept for commercial purposes. Pets shall not run free off-leash and shall not be a nuisance to other Lot owners. Dogs that bark excessively may be required by the Executive Committee to wear a no-bark training collar. Owners shall not allow pet waste to accumulate or to be deposited on the property of others. Pet kennels or dog runs may be permitted by the DR Committee through application, but all such structures shall be properly screened from the view of other lot owners and public roads.

No livestock is permitted on a Lot. Riding stables, riding trails and roping arenas may be allowed within certain subsequent subdivision filings of the Sweetgrass PUD, so livestock and wildlife may be present within Sweetgrass.

VEHICLES:

No vehicles except private passenger cars, light-duty trucks, vans, and small recreational vehicles shall be parked or stored on any Lot or roadway. No parking shall be allowed on designated bike paths.

Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Lot or road in front of a residence or on the front driveway or anywhere within Sweetgrass for more than 72 hours at any one time or as a repeated practice. No vehicles, trailers or vehicle equipment shall be habitually parked along the public roadways. Owners of campers, horse

trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Lot owners and away from the roadway side of any residence.

MINERALS:

There are no mineral rights associated with lots in the PUD. Neither Sweetgrass, nor Lummis Livestock Company, LLC will permit surface disturbance for mineral extraction within the PUD although they may permit seismic testing from time to time within undeveloped areas of the PUD.

EASEMENTS:

Easements and rights of way as shown on the recorded plat are reserved for underground wires, pipes, conduits, street lighting, electricity, gas, telephones, sewer, water, or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair. Easement areas on a Lot shall be maintained by the owner of that Lot.

CITY WATER AND SEWER SYSTEM.

All Lots shall be served by the water and sewer system of the City of Cheyenne Board of Public Utilities. No water wells are allowed.

UNDERGROUND UTILITIES.

All utility lines from the Easement to the structures on any Lot shall be underground and the responsibility of the Lot owner, builder and/or the utility company. Lot owners shall not dig or excavate without having first contacted "Call Before You Dig" or the appropriate utility representative to locate underground lines.

FENCING:

It is the intent of this Agreement to create a cohesive and open appearance to the entire Sweetgrass landscape consistent with the requirements of the PUD. Fence materials, height and design must be approved by the DR Committee.

Fencing of Sweetgrass' outer boundary by the Developer is permitted. Ongoing maintenance of outer boundary fencing shall be the responsibility of the HOA, or pro-rated among HOA's if there are multiple HOA's.

BINDING EFFECT; EXTENSION; AMENDMENT.

This Agreement and all restrictions set forth herein runs with the land described in the Sweetgrass PUD and shall be binding on all parties and all persons claiming under them for the longer period of the continued existence of the PUD or thirty (30) years from the date this Agreement is recorded, after which time the Agreement shall be automatically extended for successive periods of ten (10) years. This Agreement may be amended at any time, by an instrument signed by at least sixty per-cent (60%) of the then owners of the Lots and recorded upon the deed records of the Clerk of Laramie County, Wyoming.

SUBSEQUENT LEGISLATION:

In the event the state of Wyoming enacts legislation permitting the establishment of community development districts, or some similar local district, having the legal authority to assume and fulfill the primary functions the HOA under this Agreement, then by a majority vote of Lot Owners, the HOA may petition for the formation of such a district and if such a district is formed, the HOA may assign to the district all of its duties and responsibilities and rights, including rights to assessments, whether collected, pending, or to be assessed, together with the assets and liabilities of the HOA.

If the district is legally incapable of performing all of the functions of the HOA, then the HOA may agree to continue such functions with a corresponding reduction in assessment, or, upon approval by a majority vote of Lot Owners it may surrender and abandon such functions and petition the Wyoming Secretary of State for dissolution.

ENFORCEMENT.

This Agreement and any covenants, conditions and restrictions set forth herein, may be enforced by the Executive Committee of the Sweetgrass Home Owners Association or the owner of any Lot subject to this Agreement 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 Agreement shall be responsible for the reasonable attorney fees incurred by the Home Owners Association or Lot owner in such proceedings. The failure to enforce or abate any violation of this Agreement and these covenants shall not preclude or prevent the enforcement of a further or continued violation.

The Executive Committee retains discretion over enforcement of the restrictions in this Agreement.

