

DECLARATION

516055

OF

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF SAGE GARDEN VILLAS

COMES NOW TRD Venture, a Joint Venture, the owner of the following described real property, co-wit:

Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, and 9A of the Resubdivision of Lots 1-6, Block 1 of the New Baldwin Addition to the City of Gillette, County of Campbell, State of Wyoming.

Also described as SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28 Township 50 North, Range 72 West of the 6th P.M., Gillette, Campbell County, Wyoming, and is more particularly described as follows:

Commencing at the NW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, T50N, R72W of the 6th P.M.; Thence S0°18'E a distance of 809.6 feet as recorded; Thence N88°39'E a distance of 718.0 feet as recorded and THE TRUE POINT OF BEGINNING;

Thence N89°39'00"E a distance of 386.50 feet to the westerly right-of-way of 4-J Road (State HWY No. 50);

Thence S03°39'01"E a distance of 222.54 feet along said right-of-way;

Thence S88°39'00"W a distance of 399.50 feet;

Thence N00°18'00"W a distance of 222.40 feet to the true point of beginning; containing approximately 2.01 acres more or less.

and in order to establish a general plan for improvements and development of the property, TRD Venture, a Joint Venture, hereinafter called the declarants desire restrictions upon the property subject to which all the property shall be held, improved and conveyed.

Declarants hereby declare that all of the properties described above hereinafter referred to as the Sage Garden Villas shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the property and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and which are not intended to be merely personal.

DURATION OF THE COVENANTS

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a perpetual length of time from the date these covenants are recorded. No change shall be allowed to these covenants unless an instrument signed by seventy five percent (75%) of the owners of the lots has been recorded agreeing to the change of said covenants in whole or in part. Any owner shall have the right to maintain an action against the person or persons violating such covenants to seek injunctive relief, or damages. The defendant, if found in violation of these covenants, shall pay all costs of maintaining such suit including a reasonable attorneys fee, and shall furthermore pay as liquidated damages to the plaintiff the sum of \$100.00 per day said violations occur. No such suit shall be maintained until written notice has been given to the alleged violator(s) and the alleged violator(s) shall then have ten days within which to cure and correct said defect.

Invalidation of any one or more of the covenants or conditions hereof by a Court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect. Failure for any of the homeowners to pursue an action for breach of covenants shall not be deemed a waiver of their rights hereunder nor shall it in any manner affect the validity of the covenants.

RESTRICTIONS UPON USE

A) OUTWARD APPEARANCE OF DWELLINGS

The property included within the Sage Garden Villas shall be used for townhouses. In order to maintain a uniformity of appearance, the exteriors of all dwellings or structures within the subdivision shall be uniform in color and appearance. No person shall repaint the outside of a dwelling without matching the color to that of the other townhouses within Sage Garden Villas. Further, no change in color of the townhouses shall be allowed without approval of the homeowners association.

No fencing shall be built on the property other than that which is erected at the time of sale of each lot.

B) PETS AND OTHER ANIMALS

In the event dogs or other pets are kept on the property, the owner shall insure they are restrained to his lot. The owner shall further insure that any waste from such animals is removed weekly.

C) CONDITION OF PROPERTY

1. No junk vehicles or storage of unused or non operable automobiles or vehicles shall be allowed or permitted.
2. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.
3. No lot or lots owner shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet of other owners or occupants of any other lot.
4. All garbage, trash and other debris of any type or nature shall be contained in a clean and sanitary facility.

D) EASEMENTS

1. Lots 8A, 7A, 6A and 5A shall each be subject to an easement to the lot directly to its west allowing for the overhang of eaves.
2. Lots 2A, 3A and 4A shall each be subject to an easement for an overhang of eaves in favor of the lot directly to the east.
3. Lots 9A through 5A inclusive and lots 4A and 1A inclusive shall have one common foundation, the maintenance of which shall be the responsibility of the Homeowners Association.

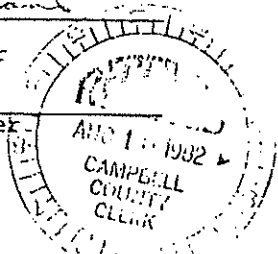
DATED this 29 day of July, 1982.

STATE OF WYOMING)
 Campbell County) ss.
 516055
 filed for record this 10th day of AUG.
 D. 19 82 at 3:14 o'clock P.M. and recorded
 in Book 629 of Photos RECORDED
 page 85 Fees \$ 8.00 ABSTRACTED
 CHIEF CLERK
 CHIEF CLERK
 County Clerk and Ex-Officio Register of Deeds
 Deputy Connie Nannemann

TRD Venture, a Joint Venture

By: Willis Chrans
Managing Partner

By: Ben Doud, Partner



STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The foregoing instrument was acknowledged before me this 29 day of July, 1982, by Willis Chrans, Managing Partner and Ben Doud Partner of TRD Venture, a Joint Venture.

Witness my hand and official seal.

My Comm. Expires
 BARBARA FERRILL - Notary Public
 County of Campbell State of Wyoming

Barbara Ferrill
Notary Public

516056

SAGE GARDEN VILLAS HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That TRD Venture, a Joint Venture, being the owner of Lots 1A - 9A, Block 1 of the New Baldwin Addition to the City of Gillette, County of Campbell, State of Wyoming, the plat of which was filed in the Office of the County Clerk and Ex-Officio Recorder of Deeds, Campbell County, Wyoming, the 9 day of August, 1982, at Book 4 of Plats, page 2, hereinafter referred to Sage Garden Villas, do hereby create the Sage Garden Villas Homeowners Association and for themselves and for their heirs, executors, administrators, successors and assigns of the aforementioned lots do hereby covenant and agree as follows:

I.

NAME OF ASSOCIATION

The name of the Association is Sage Garden Villas Homeowners Association.

II.

PURPOSE

The purpose for which the Association is created includes, but is not limited to:

1. To maintain a neat, clean, and uniform outward appearance of the structures within Sage Garden Villas.
2. To hold any and all monies deposited in the homeowners association account, and to use those monies only for the purposes set out under this document and activities incident thereto.
3. To care for and mow the lawns located within Sage Garden Villas.
4. To maintain the foundations under the residence located within Sage Garden Villas.
5. To fix, levy, collect and enforce payment by any lawful means all charges or assessments incurred by the Association in fulfillment of its purposes. All charges are to be assessed against each lot on an equal basis, that is, each lot regardless of size or abutting front footage will bear an equal share of the total expenses assessed.

III.

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee in any lot within Sage Garden Villas, Campbell County, Wyoming, including contract Sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be severed from ownership of any lot which is subject to assessment by the Association.

IV.

VOTING

The lots within Sage Garden Villas shall be divided in to two classes. Class A lots shall be lots held by a person or entity other than TRD Venture, the developer and shall be entitled to one vote for each lot. Class B lots shall be lots held by TRD Venture and shall be entitled to 9 votes per lot. At the time a lot is sold by the developer, it shall change from a Class B lot to a Class A lot.

V.

ANNUAL MEETING

The Association will hold an annual meeting the first TUESDAY in MAY of each year and at such time will elect officers, approve a budget and schedule of regular maintenance for the succeeding year, determine initial assessments and conduct such other business as may properly come before the Association.

VI.

OFFICERS

Officers of the Association shall include a President who shall preside at the meetings, receive and process complaints, represent the Association as necessary before any City, County or State Agencies and be responsible for getting the maintenance on the Townhouse exteriors, foundations and grounds done; a Vice-President who shall act in the absence of the President and a Secretary-Treasurer who shall keep all records of the Association and shall collect assessments of members and make

necessary disbursements of the Associations' funds. Officers shall be elected for a term of two (2) years. The officers of the Association may be paid such salary or fees as the members of the Association meeting in any annual meeting may determine. In the event a vacancy in position occurs during the term of an officer, the remaining officers shall have the power to appoint someone to fill the office for the remainder of the term.

VII.

INCREASING ASSESSMENTS

Subsequent to the first annual meeting, the maximum annual assessment on each lot may be increased year by year upon vote of the officers but not more than ten percent above the maximum assessment for the previous year without vote of the membership. In the event that an increase in the maximum assessment is on the agenda and said increase would be greater than ten percent above the maximum for the previous year the Secretary shall send notices to all members of the Association indicating the date, time, place and purpose for the meeting. Thereafter, at the date of the meeting the assessment may be increased above ten percent by a vote of a majority of the Association members who are voting in person or by proxy at a meeting duly called for this purpose. In the event that less than fifty percent of the members shall be at the meeting in person or through proxy, a second meeting shall be called in the same manner as provided above within the next fifteen days. At such meeting if less than fifty percent of the Association members are there, they shall be considered a quorum and shall be able to vote on the increase of the assessment.

VIII.

DATE OF ASSESSMENT

Any assessment provided for herein shall accrue as to each lot on the first day of the month following the conveyance of such lot by the owners. The Secretary-Treasurer, upon increase in assessment, shall send written notice to every owner subject thereto at the property address in Sage Garden Villas unless another address is provided to the association by a member and thereafter no further notice shall be needed until further

increase of the assessment. Notice shall be deemed given when mailed. The due dates shall be established by the officers.

IX.

LATE CHARGES

Any assessment provided for in the Declaration which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen days after its due date, the Association may, at its election, require the owner to pay a late charge in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of fifteen percent (15%) per annum on such assessments.

X.

LIENS

The amount of all assessments plus interest thereon and any expense reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon the lot so assessed, which shall attach to the lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

1. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
2. The name of the Owner of record or reputed Owner of the lot;
3. A description of the lot against which the lien has been assessed.

The Notice shall be signed by two officers of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith.

No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot

affected by the lien as provided in Section VIII hereof at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provide, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owner or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase.

XI.

RELEASE OF LIEN

Upon payment of the full amount secured by an assessment including all authorized charges in accordance with the foregoing and payment of recording costs, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien.

XII.

SUBORDINATION OF LIEN

Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article. No sale or transfer shall relieve such lot from the lien thereof.

XIII.

OTHER REMEDIES

The assessment lien and the rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover money judgment for unpaid assessments, as above provided.

XIV.

AMENDMENTS

Amendments to this Agreement may be made upon the vote of the owners of two-thirds of the lots within Sage Garden Villas and the concurrence therein of the City Counsel of the City of Gillette, Wyoming.

XV.

DURATION OF ASSOCIATION

This Association may not be dissolved without the prior permission of the City Counsel of the City of Gillette, Wyoming.

IN WITNESS WHEREOF the undersigned have executed this Agreement this 29 day of July, 1982.

TRD Venture, A Joint Venture

By: Willis Chrans
Managing Partner

Ben Doud, Partner

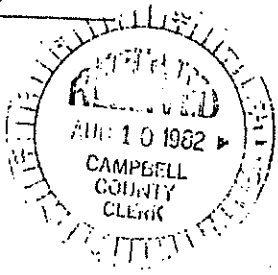
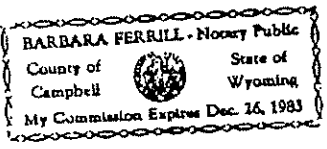
STATE OF WYOMING)
County of Campbell) ss.

The above and foregoing instrument was acknowledged before me this 29 day of July, 1982, by Willis Chrans, Managing Partner of TRD Venture and Ben Doud, Partner of TRD Venture.

Witness my hand and official seal.

Barbara Ferrill
Notary Public

My Commission Expires:



STATE OF WYOMING)
Campbell County) ss.
Filed for record this 10th day of Aug. A.D. 1982 at 3:16 o'clock P.M. and recorded in Book 629
of Photos on page 88 Fees \$ 14.00
Charan E. Addison 516056
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED
By Deputy Council

526616

ADDITIONAL DECLARATION

OF

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF SAGE GARDEN VILLAS

COME NOW TRD Venture, Joe King, a single man, Loree Cates, a single woman, hereinafter called declarants, being all of the owners of the property in the Sage Garden Villas, more particularly described as:

Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, and 9A of the Resubdivision of Lots 1-6, Block 1 of the New Baldwin Addition to the City of Gillette, County of Campbell, State of Wyoming.

Also described as SE¼ of the NE¼ of Section 28 Township 50 North, Range 72 West of the 6th P.M., Gillette, Campbell County, Wyoming, and is more particularly described as follows:

Commencing at the NW corner of the SE¼ of the NE¼ of Section 28, T50N, R72W of the 6th P.M.; Thence S0°18'E a distance of 809.6 feet as recorded; Thence N88°39'E a distance of 718.0 feet as recorded and THE TRUE POINT OF BEGINNING;

Thence N89°39'00"E a distance of 386.50 feet to the westerly right-of-way of 4-J Road (State HWY No. 50);

Thence S03°39'01"E a distance of 222.54 feet along said right-of-way;

Thence S88°39'00"W a distance of 399.50 feet;

Thence N00°18'00"W a distance of 222.40 feet to the true point of beginning; containing approximately 2.01 acres more or less.

and in order to establish a general plan for improvements and development of the property, declarants desire additional restrictions to be placed upon the property subject to which all the property shall be held, improved and conveyed.

Declarants hereby declare that all of the definitional sections, purposes, and duration provisions of those covenants previously filed in Book 629 of Photos at Page 85 in the records of the Campbell County Clerk Office are hereby adopted and in addition to those covenants previously described, Declarants hereby add the following additional restrictions, covenants and conditions.

USE OF PROPERTY

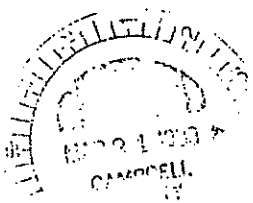
A) Each lot together with the improvements thereon shall be used exclusively for a single family residence.

B) No owner of the described property shall be allowed to sublease part of his property so as to create a condition whereby more than one family is living within any one unit.

INTERPRETATION OF THESE COVENANTS

These covenants are to be interpreted to be in addition to those previously filed and shall be interpreted to have the same provisions concerning operation and duration.

Dated this 18 day of March, 1983.



TRD Venture, a Joint Venture

Willis Chrans
By: Willis Chrans
Managing Partner

Ben Doud
By: Ben Doud, Partner

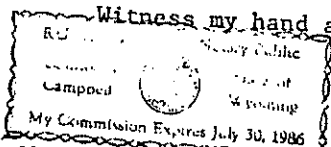
Joe King
Joe King, a single man

Loree Cates
Loree Cates, a single woman

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The foregoing instrument was acknowledged before me this 18 day of March, 1983, by Willis Chrans, Managing Partner and Ben Doud Partner of TRD Venture, a Joint Venture.

Witness my hand and official seal.



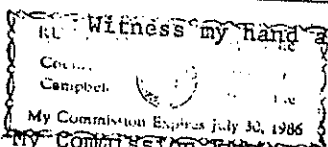
[Signature]
Notary Public

My Commission Expires: July 30, 1986

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss.

The foregoing instrument was acknowledged before me this 18 day of March, 1983, by Joe King, a single man.

Witness my hand and official seal.



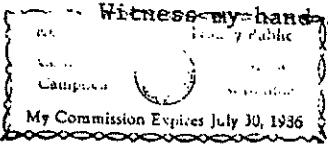
[Signature]
Notary Public

My Commission Expires: July 30, 1986

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this
18 day of March, 1983, by Lorce Gates, a single woman.

Witness my hand and official seal.



[Signature]
Notary Public

My Commission Expires: July 30, 1986

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
697929 OF SAGE GARDEN VILLAS**

RECITALS:

WHEREAS, there presently exists the following declarations of covenants, conditions, and restrictions for Sage Garden Villas, Phases I and II, also known as the New Baldwin Addition to the City of Gillette (hereinafter referred to as the "property" or "properties"):

1. Declaration of Protective Covenants, Conditions and Restrictions of Sage Garden Villas dated 29 July 1982, and recorded at Book 629 of Photos, page 85;
2. Additional Declaration of Protective Covenants, Conditions and Restrictions of Sage Garden Villas dated 18 March 1983, and recorded at Book 669 of Photos, page 287;
3. Protective Covenants, Conditions and Restrictions on the Resubdivision of Lots 1-6, Block 2 of the New Baldwin Addition dated 24 August 1983, and recorded in Book 700 of Photos, page 70;
4. Revised Covenants, Conditions and Restrictions on the Resubdivision of Lots 1-6, Block 2 of the New Baldwin Addition dated 31 January 1984, and recorded in Book 731 of Photos, page 378; and,
5. Declaration of Covenants dated 3 December 1990, and recorded in Book 1128 of Photos, page 126; and,

WHEREAS, the owners of the properties more formally described as Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, and 9A of the Resubdivision of Lots 1-6, Block 1, of the New Baldwin Addition to the City of Gillette, County of Campbell, State of Wyoming, and Lots 1, 2, 3, 4, 5, and 6 of Block 2 of the New Baldwin Addition to the City of Gillette, County of Campbell, State of Wyoming, having been resubdivided and now described as Lots 13, 14, 15, and 16 of Block 2 of the Baldwin Addition as recorded in Book 791 of Photos at page 46 of the records of the Campbell County Clerk and Ex-Officio Recorder of Deeds wish to recodify and otherwise replace the Protective Covenants, Conditions, and Restrictions currently in force and to supersede all previous Declarations of Covenants, Conditions, and Restrictions above described.

III. MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee in any lot within Sage Garden Villas, Campbell County, Wyoming, including contract sellers, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be severed from ownership of any lot which is subject to assessment by the association.

IV. VOTING

The owners of the lots within Sage Garden Villas shall be entitled to one vote per lot.

V. ANNUAL MEETING

The association will hold an annual meeting in April of each year and at such time will elect officers, approve a budget and schedule of regular maintenance for the succeeding year, determine annual assessments, and conduct such other business as may properly come before the association.

VI. OFFICERS

The officers of the association shall include a president. The president shall preside at the meetings, receive and process complaints, represent the association as necessary before any governmental agency, be responsible for obtaining maintenance on the exteriors of the structures and improvements, and for maintaining the landscaping. A vice president shall be elected who shall act in the absence of the president. A secretary/treasurer shall keep all records of the association, collect assessments of members, and make necessary disbursements of the association's funds.

The term of an officer shall be two (2) years. The officers may be paid such salaries or fees as the members of the association may determine. In the event a vacancy in a position occurs during the term of an officer, the remaining officers shall appoint an individual to fill the remaining, unexpired term.

VII. INCREASING ASSESSMENTS

The maximum annual assessment on each lot in a given year shall be established at the annual meeting by a majority of the homeowners.

B. DURATION and AMENDMENT

The duration of the covenants shall be perpetual from the date of recording of the covenants. No change shall be made to these covenants unless an instrument signed by two-thirds (2/3) of the owners of the lots is recorded agreeing to the change. Each lot shall be entitled to one vote.

C. ENFORCEMENT

Any individual owner or the homeowner's association shall have the right to maintain an action against the person or persons violating any covenant and to seek all appropriate and available remedies at law or in equity. The violator of the covenants shall pay all costs of maintaining the suit, including a reasonable attorney's fee. In addition, the violator of the covenants shall be responsible to pay damages in the amount of \$100.00 per day per violation for each day that a violation exists.

No suit shall be maintained until written notice has been given to the violator. The violator shall have 10 days within which to cure and correct any violations.

D. EFFECT OF INVALIDITY OF COVENANT; WAIVER

In the event any one or more of the covenants or conditions are deemed to be invalid, the remaining covenants or conditions or restrictions shall not be affected in any manner but shall remain in full force and effect.

The failure of any of the owners or of the homeowner's association to pursue an action for a breach of any of the covenants, conditions, or restrictions shall not be deemed a waiver of their rights nor shall it affect the validity of the covenants not being enforced.

II. RESTRICTION UPON USE

The properties shall be used for town houses or single-family dwellings. No owner of property shall be allowed to sublease part of the property so as to create a condition whereby more than one family is living within any one unit.

In order to maintain the uniformity of the appearance of the town houses and single-family dwellings, the exteriors of all dwellings and town houses shall be uniform in color and appearance. No person shall repaint the outside of a dwelling or town house without matching the color to that of the other dwellings or town houses. Further, no change in color of the

dwellings or town houses shall be allowed without approval of a majority of the owners of the homeowner's association.

No fencing shall be built on the property other than that which is erected at the time of sale of each lot or to replace that which is in existence at the time of the sale of each lot.

III. PETS AND OTHER ANIMALS

In the event dogs or other pets are kept on the property, the owner shall ensure they are restrained to remain within the owner's lot boundaries. The owner shall further ensure that any waste from such animals is removed at least weekly.

IV. CONDITION OF PROPERTY

1. No junk vehicles or storage of unused or non-operable automobiles or vehicles shall be allowed or permitted.

2. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance to the individuals or to the public.

3. No lot owner shall cause or permit any person, machine, or device to emit loud noise which unreasonably offends the peace and quiet of other owners or occupants of any other lot.

4. All garbage, trash, and other debris of any type or nature shall be contained in a clean and sanitary facility.

V. EASEMENTS

1. Lots 5A, 6A, 7A, and 8A shall each be subject to an easement in favor of the lot directly to its west to allow for the overhang of eaves.

2. Lots 2A, 3A, and 4A shall each be subject to an easement in favor of the lot directly to the east to allow for the overhang of eaves.

3. Lot 4A of Block 1 shall be used by the owner in accordance with the Declaration of Covenants and By-Laws of Sage Garden Villas Homeowners' Association.

VI. HOMEOWNERS ASSOCIATION

Each person or entity who is a record owner of a fee or undivided fee in any lot within the property, including contract sellers, shall be a member of the homeowners association. Each member shall be bound by the by-laws of the homeowners association, any liens filed by the

association, and any charges affixed by the association.

IN WITNESS WHEREOF, this document has been signed this 9th day of

June, 1995.

Lot 1A of the Resubdivision of Lots 1-6, Block 1:

By: Thurman Decker By: Dolores Decker

Lot 2A of the Resubdivision of Lots 1-6, Block 1:

By: Joni Hagman By: _____

Lot 3A of the Resubdivision of Lots 1-6, Block 1:

* By: Myra R Nocken By: _____

Lot 4A of the Resubdivision of Lots 1-6, Block 1:

By: Lois Cates & Co. By: Lois Cates

Lot 5A of the Resubdivision of Lots 1-6, Block 1:

By: Lois Cates & Co. By: Lois Cates

Lot 6A of the Resubdivision of Lots 1-6, Block 1:

By: Joe M. Kaley By: _____

Lot 7A of the Resubdivision of Lots 1-6, Block 1:

By: Matthew S. Whittell By: _____

Lot 8A of the Resubdivision of Lots 1-6, Block 1:

By: Garnet Johnson By: _____

Lot 9A of the Resubdivision of Lots 1-6, Block 1:

By: Ruby Johnson By: W. Johnson

Lot 13 of Block 2:

By: Ronald T. Dale By: Barbara J. Dale

Lot 14 of Block 2:

By: _____ By: _____

Lot 15 of Block 2:

By: Paul J. Fenton By: Clyde H. Fenton

Lot 16 of Block 2:

By: Jim J. Engle By: James Engle

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9th day of June, 1995, by Paul J. Fenton & Clyde H. Fenton

WITNESS my hand and official seal.



Marie C. Skadsen
Notary Public

My commission expires:

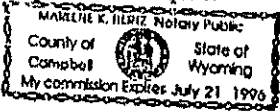
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9th day of June, 1995, by Thurman Decker and Deborah Decker

WITNESS my hand and official seal.

Margene K. Hertz
Notary Public

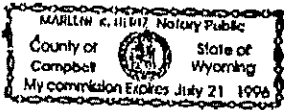
My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Doris Wegensen

WITNESS my hand and official seal.



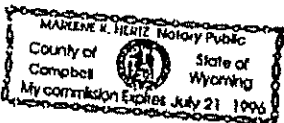
Marlene K Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Doris Cater for Doris Cater & Co

WITNESS my hand and official seal.



Marlene K Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Doris Cater for Doris Cater & Co

WITNESS my hand and official seal.

Marlene K Hertz
Notary Public

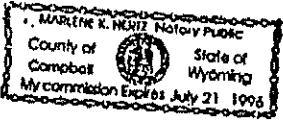
My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Joe W. King

WITNESS my hand and official seal.



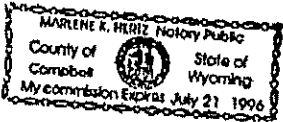
Marlene K. Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Robert Johnson

WITNESS my hand and official seal.



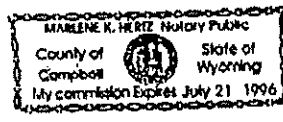
Marlene K. Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Donald G. & Clyde H. Fentome

WITNESS my hand and official seal.



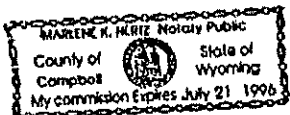
Marlene K. Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Diana + Dallas Engler.

WITNESS my hand and official seal.



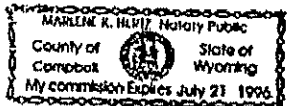
Marlene K Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 7 day of June, 1995, by Walter Mueller.

WITNESS my hand and official seal.



Marlene K Hertz
Notary Public

My commission expires:

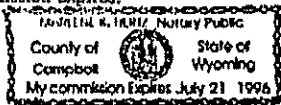
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Ruby and Fulkerson.

WITNESS my hand and official seal.

Marlene K Hertz
Notary Public

My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Ronald A. Barbra, Debra.

WITNESS my hand and official seal.

Marilyn K. May
Notary Public



My commission expires:

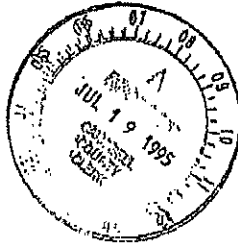
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this day of _____, 1995, by _____.

WITNESS my hand and official seal.

Notary Public

My commission expires:



STATE OF WYOMING)
 Campbell County) ss.

Filed for record this 19th day of July, A.D. 19 95 at 8:00 o'clock A.M. and recorded in Book 1343 of Photos on page 34-43 Fees \$ 25.50 697929
By: Susan F. Saunders Deputy
County Clerk and Ex-Officio Registrar of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
697929
OF SAGE GARDEN VILLAS**

RECITALS:

WHEREAS, there presently exists the following declarations of covenants, conditions, and restrictions for Sage Garden Villas, Phases I and II, also known as the New Baldwin Addition to the City of Gillette (hereinafter referred to as the "property" or "properties"):

1. Declaration of Protective Covenants, Conditions and Restrictions of Sage Garden Villas dated 29 July 1982, and recorded at Book 629 of Photos, page 85;
2. Additional Declaration of Protective Covenants, Conditions and Restrictions of Sage Garden Villas dated 18 March 1983, and recorded at Book 669 of Photos, page 287;
3. Protective Covenants, Conditions and Restrictions on the Resubdivision of Lots 1-6, Block 2 of the New Baldwin Addition dated 24 August 1983, and recorded in Book 700 of Photos, page 70;
4. Revised Covenants, Conditions and Restrictions on the Resubdivision of Lots 1-6, Block 2 of the New Baldwin Addition dated 31 January 1984, and recorded in Book 731 of Photos, page 378; and,
5. Declaration of Covenants dated 3 December 1990, and recorded in Book 1128 of Photos, page 126; and,

WHEREAS, the owners of the properties more formally described as Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, and 9A of the Resubdivision of Lots 1-6, Block 1, of the New Baldwin Addition to the City of Gillette, County of Campbell, State of Wyoming, and Lots 1, 2, 3, 4, 5, and 6 of Block 2 of the New Baldwin Addition to the City of Gillette, County of Campbell, State of Wyoming, having been resubdivided and now described as Lots 13, 14, 15, and 16 of Block 2 of the Baldwin Addition as recorded in Book 791 of Photos at page 46 of the records of the Campbell County Clerk and Ex-Officio Recorder of Deeds wish to recodify and otherwise replace the Protective Covenants, Conditions, and Restrictions currently in force and to supersede all previous Declarations of Covenants, Conditions, and Restrictions above described.

IT IS, THEREFORE, AGREED AS FOLLOWS:

That the following Declarations of Protective Covenants, Conditions, and Restrictions of Sage Garden Villas, Phase I and II encompassing Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, and 9A of the Resubdivision of Lots 1-6, Block 1, of the New Baldwin Addition to the City of Gillette, County of Campbell, State of Wyoming, and Lots 13, 14, 15, and 16 of Block 2 of the Baldwin Addition as recorded in Book 791 of Photos at page 46 of the records of the Campbell County Clerk and Ex-Officio Recorder of Deeds dated and recorded as follows:

1. Declaration of Protective Covenants, Conditions and Restrictions of Sage Garden Villas dated 29 July 1982, and recorded at Book 629 of Photos, page 85;
2. Additional Declaration of Protective Covenants, Conditions and Restrictions of Sage Garden Villas dated 18 March 1983, and recorded at Book 669 of Photos, page 287;
3. Protective Covenants, Conditions and Restrictions on the Resubdivision of Lots 1-6, Block 2 of the New Baldwin Addition dated 24 August 1983, and recorded in Book 700 of Photos, page 70;
4. Revised Covenants, Conditions and Restrictions on the Resubdivision of Lots 1-6, Block 2 of the New Baldwin Addition dated 31 January 1984, and recorded in Book 731 of Photos, page 378; and,
5. Declaration of Covenants dated 3 December 1990, and recorded in Book 1128 of Photos, page 126;

are hereby recodified and replaced in their entirety with the following Declaration of Protective Covenants, Conditions, and Restrictions:

I.

A. PURPOSE

In order to establish a general plan for improvements, development, and maintenance of the property, the signatories desire that certain restrictions be placed upon the property, subject to which all the property shall be held and conveyed.

The signatories require that all of the properties described above, shall be held and conveyed subject to the following restrictions, covenants, and conditions for the purpose of protecting the value and desirability of the property.

The covenants, conditions, and restrictions shall run with the property and be binding on all parties, their heirs, successors, and assigns, having any right, title, or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

B. DURATION and AMENDMENT

The duration of the covenants shall be perpetual from the date of recording of the covenants. No change shall be made to these covenants unless an instrument signed by two-thirds (2/3) of the owners of the lots is recorded agreeing to the change. Each lot shall be entitled to one vote.

C. ENFORCEMENT

Any individual owner or the homeowner's association shall have the right to maintain an action against the person or persons violating any covenant and to seek all appropriate and available remedies at law or in equity. The violator of the covenants shall pay all costs of maintaining the suit, including a reasonable attorney's fee. In addition, the violator of the covenants shall be responsible to pay damages in the amount of \$100.00 per day per violation for each day that a violation exists.

No suit shall be maintained until written notice has been given to the violator. The violator shall have 10 days within which to cure and correct any violations.

D. EFFECT OF INVALIDITY OF COVENANT WAIVER

In the event any one or more of the covenants or conditions are deemed to be invalid, the remaining covenants or conditions or restrictions shall not be affected in any manner but shall remain in full force and effect.

The failure of any of the owners or of the homeowner's association to pursue an action for a breach of any of the covenants, conditions, or restrictions shall not be deemed a waiver of their rights nor shall it affect the validity of the covenants not being enforced.

II. RESTRICTION UPON USE

The properties shall be used for town houses or single-family dwellings. No owner of property shall be allowed to sublease part of the property so as to create a condition whereby more than one family is living within any one unit.

In order to maintain the uniformity of the appearance of the town houses and single-family dwellings, the exteriors of all dwellings and town houses shall be uniform in color and appearance. No person shall repaint the outside of a dwelling or town house without matching the color to that of the other dwellings or town houses. Further, no change in color of the

dwellings or town houses shall be allowed without approval of a majority of the owners of the homeowner's association.

No fencing shall be built on the property other than that which is erected at the time of sale of each lot or to replace that which is in existence at the time of the sale of each lot.

III. PETS AND OTHER ANIMALS

In the event dogs or other pets are kept on the property, the owner shall ensure they are restrained to remain within the owner's lot boundaries. The owner shall further ensure that any waste from such animals is removed at least weekly.

IV. CONDITION OF PROPERTY

1. No junk vehicles or storage of unused or non-operable automobiles or vehicles shall be allowed or permitted.
2. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance to the individuals or to the public.
3. No lot owner shall cause or permit any person, machine, or device to emit loud noise which unreasonably offends the peace and quiet of other owners or occupants of any other lot.
4. All garbage, trash, and other debris of any type or nature shall be contained in a clean and sanitary facility.

V. EASEMENTS

1. Lots 5A, 6A, 7A, and 8A shall each be subject to an easement in favor of the lot directly to its west to allow for the overhang of eaves.
2. Lots 2A, 3A, and 4A shall each be subject to an easement in favor of the lot directly to the east to allow for the overhang of eaves.
3. Lot 4A of Block 1 shall be used by the owner in accordance with the Declaration of Covenants and By-Laws of Sage Garden Villas Homeowners' Association.

VI. HOMEOWNERS ASSOCIATION

Each person or entity who is a record owner of a fee or undivided fee in any lot within the property, including contract sellers, shall be a member of the homeowners association. Each member shall be bound by the by-laws of the homeowners association, any liens filed by the

association, and any charges affixed by the association.

IN WITNESS WHEREOF, this document has been signed this 9th day of

June, 1995.

Lot 1A of the Resubdivision of Lots 1-6, Block 1:

By: Thurman Decker By: Dolores Decker

Lot 2A of the Resubdivision of Lots 1-6, Block 1:

By: Joni Hagenson By: _____

Lot 3A of the Resubdivision of Lots 1-6, Block 1:

* By: Myra R. Noonen By: _____

Lot 4A of the Resubdivision of Lots 1-6, Block 1:

By: Louise Carter & P. By: Louise Carter

Lot 5A of the Resubdivision of Lots 1-6, Block 1:

By: Louise Carter & P. By: Louise Carter

Lot 6A of the Resubdivision of Lots 1-6, Block 1:

By: Joe M. Kaley By: _____

Lot 7A of the Resubdivision of Lots 1-6, Block 1:

By: Matthew S. Muelken By: _____

Lot 8A of the Resubdivision of Lots 1-6, Block 1:

By: Garnet Johnson By: _____

Lot 9A of the Resubdivision of Lots 1-6, Block 1:

By: Ruby Talkerson By: Ruby Talkerson

Lot 13 of Block 2:

By: Ronald T. Dale By: Barbara J. Dale

Lot 14 of Block 2:

By: _____ By: _____

Lot 15 of Block 2:

By: Opal J. Fenton By: Clyde H. Fenton

Lot 16 of Block 2:

By: Don J. Engle By: Rebecca Engle

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9th day of June, 1995, by Opal J. Fenton & Clyde H. Fenton

WITNESS my hand and official seal.



Marie C. Skadsem
Notary Public

My commission expires:

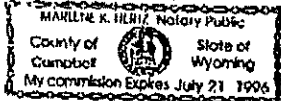
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9th day of June, 1995, by Thurman Decker and Rebecca Decker

WITNESS my hand and official seal.

Marlene K. Hertz
Notary Public

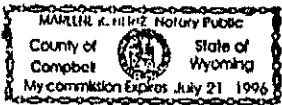
My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Doris Wegmann

WITNESS my hand and official seal.



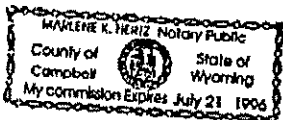
Marlene K Herzig
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Jorie Cates for Jorie Cates & Co

WITNESS my hand and official seal.



Marlene K Herzig
Notary Public

My commission expires:

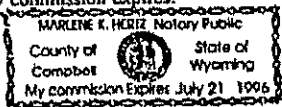
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

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WITNESS my hand and official seal.

Marlene K Herzig
Notary Public

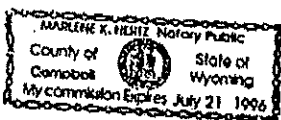
My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Joe W. King

WITNESS my hand and official seal.



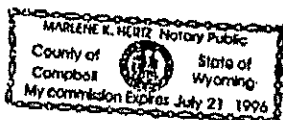
Marlene K Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Robert Johnson

WITNESS my hand and official seal.



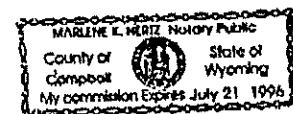
Marlene K Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Cepal g. & Clyde H. Fenton

WITNESS my hand and official seal.



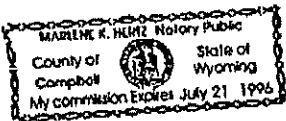
Marlene K Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Diana & Dallas Engler.

WITNESS my hand and official seal.



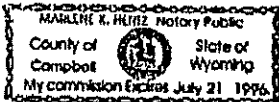
Marlene K Hertz
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Walter Mueller.

WITNESS my hand and official seal.



Marlene K Hertz
Notary Public

My commission expires:

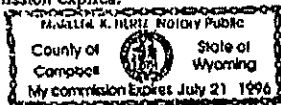
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Ruby & Bob Ferguson.

WITNESS my hand and official seal.

Marlene K Hertz
Notary Public

My commission expires:

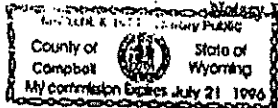


STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this 9 day of June, 1995, by Ronald & Barbara Dale

WITNESS my hand and official seal.

Marilyn K. Day
Notary Public



My commission expires:

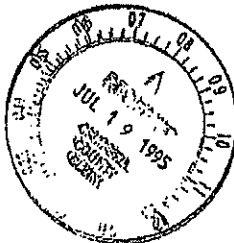
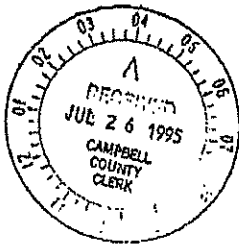
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SAGE GARDEN VILLAS was subscribed and sworn to before me this day of _____, 1995, by _____

WITNESS my hand and official seal.

Notary Public

My commission expires:



STATE OF WYOMING } ss.
Campbell County }

Filed for record this 19th day of July, A.D. 1995 at 8:00 o'clock A.M. and recorded in Book 1343 of Photos on page 44-43 Fees \$ 25.50 697929
By Sharon F. Squandria Deputy Patricia A. [Signature]
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED

10

STATE OF WYOMING } ss.
Campbell County }

Filed for record this 26th day of July, A.D. 1995 at 4:00 o'clock P.M. and recorded in Book 1343 of Photos on page 482-491 Fees \$ 25.50 RE-RECORDED 698133
By Sharon F. Squandria Deputy Patricia A. [Signature]
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED

RESTATEMENT AND DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF SAGE GARDEN VILLAS

COME NOW the undersigned owners of the real property known collectively as Sage Garden Villas and restate, declare and amend the following Covenants, Conditions and Restrictions upon themselves and their successors. These Covenants, Conditions and Restrictions apply to the following parcels of land:

Lots 1-6, Block 1, of the New Baldwin Addition, located in the SE1/4 of the NE1/4 of Section 28, Township 50 North, Range 72 West of the 6th P.M., Gillette, Campbell County, Wyoming

and

Lots 7-12, Block 2, of the Resubdivision of Lots 1-6, Block 2, of the New Baldwin Addition to Gillette, Campbell County, Wyoming

These Covenants, Conditions and Restrictions are intended to replace all prior Covenants filed in the records of Campbell County, Wyoming. Specifically:

Declaration of Protective Covenants, Conditions and Restrictions of Sage Garden Villas dated July 29, 1982 recorded in Book 629 of Photos, Pages 85-87

Additional Declaration of Protective Covenants, Conditions and Restrictions of Sage Garden Villas dated March 18, 1983 recorded in Book 669 of Photos, Pages 287-89

Protective Covenants, Conditions and Restrictions on the Resubdivision of Lots 1-6, Block 2 of the New Baldwin Addition dated August 24, 1983 recorded in Book 700 of Photos, Pages 70-74

Revised Covenants, Conditions and Restrictions on the Resubdivision of Lots 1-6, Block 2 of the New Baldwin Addition dated January 31, 1984 recorded in Book 731 of Photos, Pages 378-380

Declaration of Covenants dated December 3, 1990 recorded in Book 1128 of Photos, Pages 126-127

Declaration of Covenants, Conditions and Restrictions of Sage Garden Villas dated June 9, 1995 recorded in Book 1343 of Photos, Pages 34-43 and re-recorded in Book 1343 of Photos, Pages 482-491

I. PURPOSE AND DURATION OF COVENANTS**A. Purpose**

1. The Purpose of these Covenants are to ensure that the properties are maintained in such a way to ensure uniformity and a quality and standard of appearance with the express intent of maintaining the value of the properties.

B. Duration

1. The duration of the covenants shall be perpetual from the date of recording of the covenants. No change shall be made to these covenants unless an instrument signed by the owners of a majority of the lots is recorded agreeing to the change.

II. RESTRICTIONS UPON USE**A. Outward Appearance of Dwellings**

1. The property included within the Sage Garden Villas shall be used for townhouses and single family homes. In order to maintain a uniformity of appearance, the exteriors of all dwellings or structures within the subdivision shall be uniform in color and appearance. No person shall repaint the outside of a dwelling without matching the color to that of the other residences within Sage Garden Villas. Further, no change in color of the residences shall be allowed without approval to the homeowners association.
2. No fencing shall be built on the property other than that which is erected at the time of sale of each lot. Members are responsible for maintenance of all fencing on their properties and shall keep in place, except for immediate replacement, all fencing on their properties.

B. Pets and Other Animals

1. In the event dogs or other pets are kept on the property, the owner shall ensure they are restrained to his lot. The owner shall further ensure that any waste from such animals is removed weekly.

C. Condition of Property

1. No junk vehicles or storage of unused or non operable automobiles or vehicles shall be allowed or permitted.
2. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become a nuisance to the public.
3. No lot owner shall cause or permit any person, machine or device to emit loud noise that unreasonably offends the peace and quiet of other owners or occupants of any other lot.
4. All garbage, trash and other debris of any type or nature shall be contained in a clean and sanitary facility, and not allowed to be in public view. This includes, but is not limited to, household items (furniture, appliances, etc.); lawn mowers; garden implements; snow blowers; and other such items.
5. All vehicles, trailers, RVs and other equipment shall be parked so as not to obstruct any sidewalk or driveway access.
6. No vehicles shall be parked within ten (10) feet in front of or to either side of the street mailboxes.

D. Easements

1. Lots 8A, 7A, 6A and 5A shall each be subject to an easement to the lot directly to its west allowing for the overhang of eaves.
2. Lots 2A, 3A and 4A shall each be subject to an easement for an overhang of eaves in favor of the lot directly to the east.
3. Lots 9A through 5A inclusive and lot 4A and 1A inclusive shall have one common foundation.

E. Single Family Residences

1. Each lot together with the improvements thereon shall be used exclusively for a single family residence.
2. Each owner must occupy and reside in their property. An exception shall be made for homeowners approved to rent prior to March 1, 2017.

3. No owner of the described property shall be allowed to sublease part of his property so as to create a condition whereby more than one family is living within any one unit. An exception shall be made for caretakers or seasonal house sitters.

III. HOMEOWNER'S ASSOCIATION

A. Membership

1. Every person or entity, who is a record owner of a fee or undivided fee in any lot within Sage Garden Villas, Campbell County, Wyoming, including contract sellers, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be severed from ownership of any lot which is subject to assessment by the association.
2. All Members shall provide the Officers with their street box mailing address, email address and phone number. All correspondence shall be sent to Members via email and/or street mail address.

B. Voting

1. Each Member of the association in good standing shall be entitled to one vote regardless of the number of lots owned or the type of ownership interest, single, joint or testamentary. To be in good standing, Members must be current in the payment of their dues.
2. Voting may be conducted via text, email or signed letter should any Member not be able to attend a meeting where a vote is held. If any vote is held, absent Members shall be provided with all pertinent information by email or mail to their street or post office box address within five (5) days of the meeting and then have ten (10) days to submit their vote.

C. Bi-Annual Meeting

1. The association will hold bi-annual meetings in April and

October of each year and at such time will elect officers, approve a budget and schedule of regular maintenance for the succeeding year, determine annual assessments, and conduct other business as may properly come before the association.

D. Officers

1. The officers of the association shall include a president. The president shall preside at the meetings, receive and process complaints, represent the association as necessary before any governmental agency and for maintaining the landscaping. A vice president shall be elected who shall act in the absence of the president. A secretary/treasurer shall keep all records of the association, collect assessments of members, and make necessary disbursements of the association's funds.
2. The term of an officer shall be two (2) years. The officers may be paid such salaries or fees as the members of the association may determine. In the event a vacancy in a position occurs during the term of an officer, the remaining officers shall appoint as individual to fill the remaining, unexpired term.

E. Dues or Assessments

1. To maintain consistent services, Members shall submit dues quarterly (on the first day of January, April, July and October); bi-annually (on the first day of January and July); or annually (on the first day of January.)
2. Dues will be used to maintain lawns (mowing and trimming), sprinkler systems including spring start-up and fall blow out, snow removal (driveway and sidewalk), fence maintenance for the fence parallel to 4-J Road.
3. HOA dues may be adjusted annually based on any increased costs for services. Any annual adjustment that exceeds 5% will require a majority vote of HOA Members.

IV. ARCHITECTURAL COMMITTEE

- A. An architectural committee, composed of members of the HOA, shall be created and maintained.

- B. The architectural committee shall be in existence for so long as the covenants are in existence on Sage Garden Villas, Phase II. Each member shall serve until such time as he resigns, or no longer has an interest in Sage Garden Villas, Phase I or II, whichever is earlier. Thereafter, the remaining members shall have the power to appoint another member to fill his place. Provided however, no one shall be appointed who is not a record interest owner of Sage Garden Villas.
- C. The purpose of the architectural committee shall be to maintain the uniformity of quality and standard of outward appearance of any improvement placed upon a site, including, but not limited to, building or landscaping, or changing the lot in any manner from its raw state.

Prior to any changes being made upon site from a raw state, plans for such work or drawings for such work, together with specifications shall be submitted to the committee. Thereafter, upon review of the architectural committee shall approve or disapprove plans as the case may be.

In the even the architectural committee disapproves plans as submitted, it shall state in writing with particularity what its reasons are and suggested changes.

Thereafter, no alteration of the lot shall be made unless it is finally approved by the architectural committee. A decision of the architectural committee disallowing a proposed alteration or change shall be deemed a conclusive determination of the undesirability of the alteration and any building or the like done thereafter in violation of the ruling shall be deemed a breach of these covenants.

It is the intent of this paragraph that the architectural committee shall function to ensure that the Sage Garden Villas, Phase II, improvements are of a quality and standard of appearance so as not to reduce or lessen the property values in Sage Garden Villas, Phase I or Phase II.

V. ENFORCEMENT

- A. Any individual owner or the homeowner's association shall have the right to maintain an action against the person or persons violating any covenant and to seek all appropriate and available remedies at law or in equity. The violator of the covenants shall pay all costs of

maintaining the suit, including a reasonable attorney's fee. In addition, the violator of the covenants shall be responsible to pay damages in the amount of \$100.00 per day per violation for each day that a violation exists.

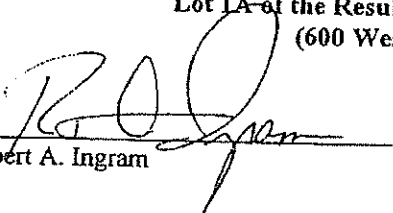
- B. No suit shall be maintained until written notice has been given to violator. The violator shall have 10 days within which to cure and correct any violation.
- C. The homeowner's association shall have the right to place liens against Member's properties for any judgments or monies obtained through the enforcement of these covenants.

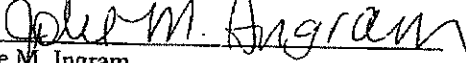
VI. EFFECT OF INVALIDITY OF COVENANT; WAIVER

- A. In the event any one or more of the covenants or conditions are deemed to be invalid, the remaining covenants or conditions or restrictions shall not be affected in any manner but shall remain in full force and effect.
- B. The failure of any of the owners or of the homeowner's association to pursue an action for a breach of any of the covenants, conditions, or restrictions shall not be deemed a waiver of their rights nor shall it affect the validity of the covenants not being enforced.

IN WITNESS WHEREOF, this document has been adopted and signed by the Owners as follows:

Lot 1A of the Resubdivision of Lots 1-6, Block 1
(600 West Eleventh Street)

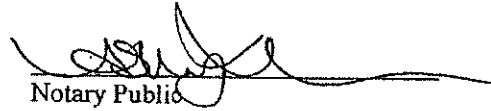
By: 
Robert A. Ingram

By: 
Jolie M. Ingram

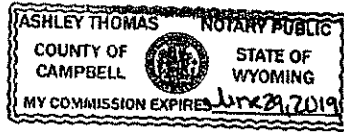
STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Robert A. Ingram and Jolie M. Ingram on this the 24 day of April, 2017.

WITNESS MY HAND AND SEAL.


Notary Public

My Commission Expires:



Lot 2A of the Resubdivision of Lots 1-6, Block 1
(602 West Eleventh Street)

By: _____
Michael Hollenback

By: _____
Sandra Hollenback

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Michael Hollenback and Sandra Hollenback on this the _____ day of _____, 2017.

WITNESS MY HAND AND SEAL.

Notary Public

My Commission Expires:

Lot 3A of the Resubdivision of Lots 1-6, Block 1
(604 West Eleventh Street)

By: _____ By: _____
Michael G. Hollenback Sandra Hollenback

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Michael G.Hollenback and Sandra Hollenback on this the _____ day of _____, 2017.

WITNESS MY HAND AND SEAL.

Notary Public

My Commission Expires:

Lot 4A of the Resubdivision of Lots 1-6, Block 1
(606 West Eleventh Street)

By: _____ By: _____
Mike Hollenback Sandra Hollenback

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Michael Hollenback and Sandra Hollenback on this the _____ day of _____, 2017.

WITNESS MY HAND AND SEAL.

Notary Public

My Commission Expires:

Lot 5A of the Resubdivision of Lots 1-6, Block 1
(610 West Eleventh Street)

By: [Signature]
Layla Averill

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Layla Averill on this the
22 day of March, 2017.

WITNESS MY HAND AND SEAL.



[Signature]
Notary Public

My Commission Expires: 1/23/2021

Lot 6A of the Resubdivision of Lots 1-6, Block 1
(612 West Eleventh Street)

By: [Signature]
Devron Todd Suchor us
ARIZONA

STATE OF ~~WYOMING~~)
MARICOPA)ss
COUNTY OF ~~CAMPBELL~~)

The foregoing instrument was acknowledged before me by Devron Todd Suchor on this the
14th day of March, 2017.

WITNESS MY HAND AND SEAL.



[Signature]
Notary Public

My Commission Expires: 9-3-18

Lot 5A of the Resubdivision of Lots 1-6, Block 1
(610 West Eleventh Street)

By: _____
Layla Averill

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Layla Averill on this the _____ day of _____, 2017.

WITNESS MY HAND AND SEAL.

Notary Public

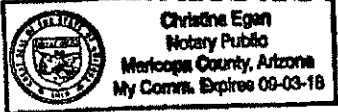
My Commission Expires:

Lot 6A of the Resubdivision of Lots 1-6, Block 1
(612 West Eleventh Street)

By: [Signature]
Devron Todd Suchor ARIZONA
STATE OF ~~WYOMING~~ ARIZONA)
MARICOPA)ss
COUNTY OF ~~CAMPBELL~~)

The foregoing instrument was acknowledged before me by Devron Todd Suchor on this the 14th day of March, 2017.

WITNESS MY HAND AND SEAL.



[Signature]
Notary Public

My Commission Expires: 9-3-18

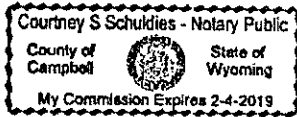
Lot 7A of the Resubdivision of Lots 1-6, Block 1
(614 West Eleventh Street)

By: Clement Roy Macilravie By: Ardythe Ann Macilravie
Clement Roy Macilravie Ardythe Ann Macilravie

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Clement Roy Macilravie and Ardythe Ann Macilravie on this the 18th day of April, 2017.

WITNESS MY HAND AND SEAL.



Courtney S. Schukies
Notary Public

My Commission Expires: February 4, 2019

Lot 8A of the Resubdivision of Lots 1-6, Block 1
(616 West Eleventh Street)

By: _____
Harold J. Biggerstaff Revocable Trust

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by _____ on behalf of the Harold J. Biggerstaff Revocable Trust on this the _____ day of _____, 2017.

WITNESS MY HAND AND SEAL.

Notary Public

My Commission Expires:

Lot 7A of the Resubdivision of Lots 1-6, Block 1
(614 West Eleventh Street)

By: _____
Clement Roy Macilravie

By: _____
Ardythe Ann Macilravie

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Clement Roy Macilravie and Ardythe Ann Macilravie on this the _____ day of _____, 2017.

WITNESS MY HAND AND SEAL.

Notary Public

My Commission Expires:

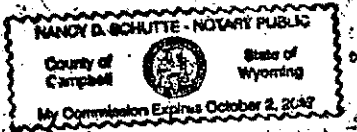
Lot 8A of the Resubdivision of Lots 1-6, Block 1
(616 West Eleventh Street)

By: Harold J. Biggerstaff
Harold J. Biggerstaff Revocable Trust

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Harold J. Biggerstaff as Trustee behalf of the Harold J. Biggerstaff Revocable Trust on this the 31st day of March, 2017.

WITNESS MY HAND AND SEAL.



Nancy D. Schutte
Notary Public

My Commission Expires:

10/2/2017

Lot 9A of the Resubdivision of Lots 1-6, Block 1
(618 West Eleventh Street)

By: _____ By: _____
Richard L. and Dorothy Jean Davis Revocable Trusts

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by by _____
on behalf of the Richard L. and Dorothy Jean Davis Revocable Trusts on this the _____
day of _____, 2017.

WITNESS MY HAND AND SEAL.

Notary Public

My Commission Expires:

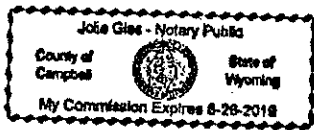
Lot 13, Block 2

By: Brandon M. Crabtree
Brandon M. Crabtree

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Brandon M. Crabtree on this the
24th day of MARCH, 2017.

WITNESS MY HAND AND SEAL.



Jolie Glee
Notary Public

My Commission Expires: 8/26/2019

Lot 14, Block 2

By: Reginald Allen Haakinson By: Jean Marie Haakinson
Reginald Allen Haakinson Jean Marie Haakinson

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Reginald Allen Haakinson and Jean Marie Haakinson on this the 15th day of March, 2017.

WITNESS MY HAND AND SEAL.



Kandi A. Carpenter
Notary Public

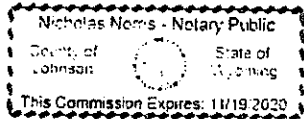
My Commission Expires: 6-19-19

Charles L. Tweedy Joanne M. Tweedy
Charles L. Tweedy Joanne M. Tweedy

STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Charles L. Tweedy and Joanne M. Tweedy on this the 4 day of April, 2017.

WITNESS MY HAND AND SEAL.



Nicholas Neems
Notary Public

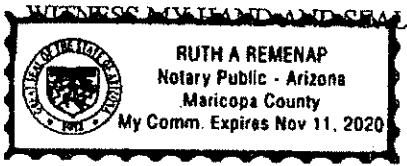
My Commission Expires:

Lot 16, Block 2

By: Darrell Dallas Engler, Jr. By: Dianna L. Engler
Darrell Dallas Engler, Jr. Dianna L. Engler

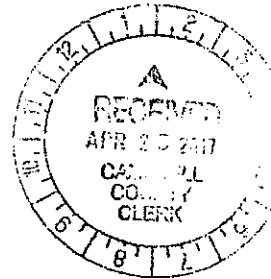
STATE OF WYOMING)
)ss
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by Darrell Dallas Engler, Jr. and Dianna L. Engler on this the 20 day of March, 2017.



Ruth A. Remenap
Notary Public

My Commission Expires: NOV. 11, 2020



RECORDED
ABSTRACTED
INDEXED
CHECKED

Sage Garden Villas HOA
Restatement of Covenants 2017
Page 14 of 14

1031982 Recorded on 04/25/2017 at 12:48 Fee 62.00
Book 3080 of PHOTOS Pages 424 to 439
Susan F. Saunders, Campbell County Clerk by: M. COLEMAN