

924235

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State of Wyoming)
)ss.
County of Campbell)

CALAMITY LAND DEVELOPMENT, LLC and
JEI LAND INVESTMENTS, LLC
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

SAWGRASS ESTATES FIRST FILING

Lots 1 - 9B, Block One, Lots 1 - 15, Block Two, Lots 1A - 9B, Block Three,
Lots 1 - 12, Block Four, Lots 1 - 12, Block Five, Lots 1A - 14B, Block Six, Lots 1A - 14B,
Block Seven, Lots 1 - 6, Block Eight, City of Gillette, Campbell County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Calamity Land Development, LLC, being the owners in fee simple of Sawgrass Estates First Filing of Gillette, Campbell County, Wyoming, do hereby make this Declaration of Protective Covenants applicable to all the above described property.

1. **Restrictive Use.** Except for Tract A, no lot within the subject property shall be used for any purpose except for single family residential purposes and will be restricted by the covenants contained in these Declarations. It is the further intent of these declarations to protect and enhance the value, desirability and attractiveness of said property.

No commercial or business activity other than home occupation use in conformance with paragraph 15 below, or any activity of a noxious or offensive nature may not be conducted upon any lot of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

Tract A within the subject property is zoned as a residential lot, but is dedicated to the City of Gillette for Open space as part of the Green Spaces requirements for the platting process. This strip of land is to be used by the parks department for the betterment of the community as a pedestrian and bicycle pathway.

2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of the workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new. No mobile homes shall be permitted. Modular, factory-built homes may be permitted if they meet all other requirements herein. Modular and/or factory built homes must be permanently affixed to a poured concrete or concrete block foundation which extends around the entire perimeter of the structure with a crawl

space or basement and must have a pitched and shingled roof. All construction and/or factory-built modular homes shall be new and must comply with all applicable building codes, zoning laws and the minimum building standards as set forth in this Declaration. No structure shall be moved from any location outside the subject property onto any tract of the subject property.

The Committee or its representative shall issue a receipt of such plans noting the time and date received. The committee shall provide a written approval or disapproval within 30 days of receiving an application for approval. The committee may request additional information from the applicant and may do so in writing. Such a request by the committee shall toll the time period for approval or disapproval until the requested documents are provided. In the event the application is disapproved the Committee shall inform the applicant in writing, of the specific basis for the disapproval and the manner in which the applicant may amend such application and/or plans to secure approval.

In the event the Committee or its representative fails to approve or disapprove any application as set forth above within 30 days of receipt by the Committee or if a suit to enjoin any non-approved construction is not initiated within 60 days following the completion and of footers and/or other permanent visible construction elements, Committee approval will not be required and that particular related covenant shall be deemed to have been fully complied with.

In the event that any construction is commenced upon any lot within the subject property without having first secured Committee approval, the Committee or any owner of a lot within the subject property may institute an action to enjoin such construction until the Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover their attorney fees and costs of such action.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration. Any approval or permission granted by the Committee shall not be construed or constitute approval or permission by any official or commission of any government agency. Obtaining permits, applications or other written instruments required by any public or governmental agencies shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed as to mean acceptance of any submission to any private or governmental agency. Any approval or permission granted by the Committee shall not be construed in any way as an expression of the ultimate quality of the construction, the soundness of the construction, whether the construction is engineered correctly and whether the construction will fulfill its designed purpose(s).

3. **Architectural Control Committee.** An Architectural Control Committee for the subject property is hereby constituted. The committee is composed of the Members of the Calamity Land Development, LLC or their successors as provided herein. All notices to the committee required herein shall be sent to the Sawgrass Estates First Filing, Architectural Control Committee, 1807 Capitol Ave., Suite 105, Cheyenne, WY 82001." The committee may designate a representative to act on its behalf. In the event of a vacancy due to death,

termination, or resignation of any member, the remaining member(s) shall have full authority to act and designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant. After 10 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to amend any powers or duties of the Committee.

Building Quality and Size. Unless otherwise approved by the Architectural Control Committee, no building shall be permitted on said lots (Lots 3A - 9B, Block One, Lots 1A - 14B, Block Six, Lots 1A - 14B, Block Seven, and Lots 1A - 9B, Block Three) in which the total ground floor livable area of the residential structure, exclusive of the porch and garage is less than six hundred and forty five (645) square feet. Also, no building shall be permitted on said lots (Lots 1 - 2, Block One, Lots 1 - 15, Block Two, Lots 1 - 12, Block Four, Lots 1 - 12, Block Five, and Lots 1 - 6, Block Eight) in which the total ground floor livable area of the residential structure, exclusive of the porch and garage is less than one thousand two hundred (1,200) square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters on the ground floor only and are exclusive of any basement area.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee. Vinyl siding shall be allowed but such siding must have a minimum of 25 year manufacture's warranty.

Metal, wood or vinyl storage sheds, garages or other outbuilding may be allowed subject to approval of the Architectural Control Committee.

Once construction has begun on any residence, wall, fence, outbuilding of any nature or a modification thereof, such construction must be completed within one (1) year.

Each lot shall be limited to one television antenna or two mini-satellite dishes.

5. Minimum Size and Building Locations.

- A. No building shall be located on any lot in conflict with the regulations of the City of Gillette or in conflict with rules and regulations promulgated by the Architectural Control Committee.
- B. For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building to encroach on another lot.
- C. No buildings, landscaping or other site improvements shall be allowed which may interfere with the natural drainage patterns which exist through the subdivision as a whole. Any proposed changes in the subdivision's natural or designed drainage

patterns must be shown on lot owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

6. **Future Regulation.** In order to regulate and keep conformity of design, all major repairs, maintenance, decorating and yard upkeep shall be governed by the Architectural Control Committee. Any controversy or question regarding the "Restrained Activities" shall be referred to the Architectural Control Committee whose decision shall be final. No owner shall be allowed to engage in hereinafter described "Restrained Activities" without the written consent of the Architectural Control Committee. "Restrained Activities" shall be identified and defined as follows:

- A. **Alteration of Exterior Design.** It shall be a restrained activity to remove, replace, repair or alter roofing, gutters and downspouts, walls, concrete porches, sidewalks, driveways and landscaping or any other exterior feature which would change the appearance of the building or front yard.
1. All roofs, exterior trim, siding, garage doors and front fences will remain the same color and quality as originally installed.
 2. In the event of damage or destruction of any or all properties covered by these covenants, the damaged property shall be promptly repaired or reconstructed at the cost of the present owner. Repairs and reconstruction must be completed in such a way as to not change the outward appearance of the building or any retaining walls.
 3. No fence, wall or solid hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No chain link fencing, barbed wire or other wire or woven fencing may be installed on a subject lot either temporarily or permanently. All fences must be approved by the Architectural Control Committee prior to their installation.

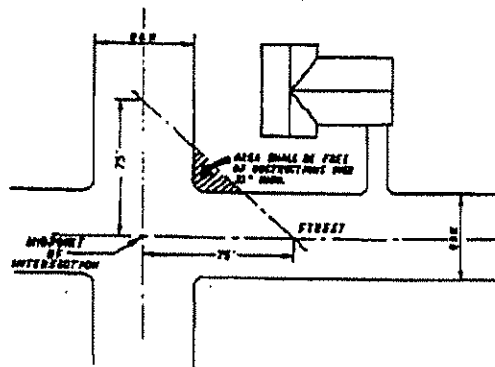
7. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public records. Within these easements, no structure, vehicles, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, ingress or egress of emergency vehicles or pedestrian traffic or which may change the direction of the flow of drainage channels in the easements. No owner shall be allowed to alter the final grade of the property or otherwise obstruct surface drainage. No plantings that require watering are recommended within five feet of the foundation.

8. **Temporary Structures.** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided

that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises for an unreasonable length of time, or in any other way has become a nuisance.

9. **Nuisances.** No obnoxious or offensive activity shall be carried on, upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. **Street Access and Sight Distance at Intersections.** On corner lots, no fence, wall, or sign structure shall be erected, nor any tree, hedge or shrub shall be allowed or planted that is greater than a height of thirty-three inches or less than ten feet above the street elevation other than a pole twelve inches or less in diameter, within a right triangle formed by the intersection of the centerlines of the intersecting streets (excluding alleys) drawn from the point of intersection back a distance of seventy-five feet to a point, said points to hypotenuse of See figure



of seventy-five feet then connect from the a right triangle. below:

11. **Parking and Non-Operative Vehicles and Facilities.** Parking of trailers, campers, recreational vehicles, snowmobiles, boats, ATV's and other comparable vehicles, large or small, shall be limited to a period not to exceed 72 hours, when parked on the street in front of a residence or a parking area between the front building line and a street. The parking of boats and trailers on the street or on any parking area between the front building line of the residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence, on the front driveway, on any area between the front building line of the residence and a street and/or in the rear yard for a period of more than 72 hours at any one time or as a repeated matter of practice.

12. **Signs.** No sign of any kind, on any lot other than commercial lots, shall be displayed in public view except one professional sign of not more than one square foot or one sign of not more than five square feet that advertises the property for sale or rent or signs used by a builder to advertise the property during construction and sales periods. The only exception to this rule is during the construction phase. At such time the Home Builder and marketing agents may have larger signs placed for the purpose of sales of homes within the project, so long as they meet City of Gillette code. Upon final completion of the project and the final sales of all lots completed signs must be removed.

13. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This does not however, prohibit Gillette Land Development II Inc, or any successor developer from removing, transferring and/or selling topsoil, gravel or other material from the subdivision.

14. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than a total of three (3) dogs, cats or other household pets (or combination thereof) may be kept provided that they are not kept, bred or maintained for any commercial purpose. These numbers may be exceeded in the event of a birth of offspring or during special occasions. However, such circumstances of excessive use may not exceed more than 120 days during any calendar year. All animals must be properly restrained and under the control of the owner. Such animals shall not be allowed to run free of the owner's property. Such animals shall not interfere in the quiet enjoyment of the other owners within the subject property. Owners shall not allow animal waste to become noxious to other land owners within the subject property.

15. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and all waste shall be kept in sanitary containers.

16. **Home Occupations.** Home occupations are permitted. However, nothing in this section shall be construed to relieve any person from compliance with any and all applicable City and County zoning restrictions. The applicant shall be responsible to determine which regulations govern applicants intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

- a) Any alterations and/or construction to accommodate the home occupation use shall be approved by the Architectural Control Committee. The external character and appearance of the building shall be consistent with these covenants.
- b) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation.

- c) No materials, goods, supplies or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the company.
- d) One (1) unlighted sign, compatible with the residence and neighborhood, not more than 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window. The design of the sign shall be approved by the Architectural Control Committee.
- e) There shall only be incidental sales of stocks, supplies or products, except those made or produced on the premises. However, catalog sales are permitted.
- f) Employees of the home occupation shall be bonafide, full time residents of the principal residence on the lot only.

17. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to review the plans or issue written approval or disapproval of any submission within 90 days after plans and specifications or a question have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change said covenants in whole or in part. This declaration may be amended at any time, by an instrument signed by at least 2/3rds of the then owners of the lots agreeing to amend this declaration in whole or in part and recorded upon the Campbell County Clerk.

19. **Enforcement.** In the event that any person or persons shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area of the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages or both. In addition, to recover from the party so violating such protective covenants, a reasonable amount of attorneys' fees required to bring and maintain the proceedings either to enjoin violation or for the recovery of money damages or both. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

20. **Severability.** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

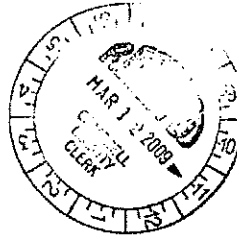
DATED this 11th day of March, 2009.

Calamity Land Development, LLC

By: Brian Allan Tyrrell member
Brian Allan Tyrrell, Member

JEI Land Investment, LLC

By: Edward Ernste managing member
Edward Ernste, Managing Member
JEI Land Investments, LLC

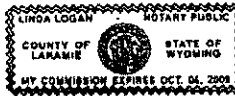


STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Brian Allan Tyrrell, Member of Calamity Land Development, LLC, this 11th day of March, 2009

Linda Logan
Notary Public

My Commission Expires: October 5, 2009



RECORDED
ABSTRACTED
INDEXED
CHECKED

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

824235 Recorded on 3/12/2009 at 11:00:00 for 32.00
Book 2430 of PHOTOS Pages 553 to 518
Susan F. Saunders, Comptroller County Clerk by: C. KLINGLER

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by Edward Ernste, Managing Member of JEI Land Investments, LLC, this 11th day of March, 2009

John D. Evers
Notary Public

My Commission Expires: 11-13-2011



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Declaration of Covenants, Conditions, and Restrictions

Sawgrass Estates, First Filing

Know All Men By These Presents:

That Whereas Monument Homebuilders, Inc./JEI Land Investments, LLC are the owners of in excess of 51% of certain real property situated in Campbell County, State of Wyoming, known and described as Sawgrass Estates, First Filing, comprising of a portion of Tract O, Moon Meadow Estates no3, together with a portion of the south half of section 35, T.50N.,R.72W., of the 6th P.M., City of Gillette, Campbell County, Wyoming. Copy of final plat included and considered as exhibit A. Copy of Construction Minimum Requirements considered as exhibit B.

Block 3 Lots 1a,1b,4b,5a,5b,6a,6b,7a,7b,8a,8b,9a,9b; Block 6 Lots 1a,1b,2a,2b,3a,3b,4a,4b,5a,5b,6a,6b,7a,7b, 9a,9b,10a,10b,11a,11b,12a,12b; Block 7 Lots 3a,3b,4a,4b,5a,5b,6a,6b,8a.

Whereas, in order to insure the use and development of said property for exclusive residential purposes only, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereafter set forth, and the same shall be covenants and conditions running with the land. Officers, owners and or agents of Monument Homebuilders, Inc./JEI Land Investments, LLC shall be known as the Architectural Committee, to wit:

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Article I

- 1.1 All numbered lots or parts thereof on the plat to which this is attached shall be used solely for single family dwellings and twinhome residential dwellings, and not more than one such dwelling shall be constructed or occupied on each lot. No lot shall be divided. Each dwelling shall;
 - 1.1.1 Contain when completed, not less than 1000 square feet of usable living space, exclusive of a cellar, basement, porches, terraces and garage except that and split level dwelling shall contain not less than 1475 square feet. All dwellings must be built on site, no modular homes are allowed. Each dwelling will contain no smaller than a 2 car garage being an attached structure to the single family dwelling. All structures are subject to approval of the Architectural Committee and plans must be submitted and approved prior to submittal to any building officials for consideration of issuance of a building permit.
 - 1.1.2 Be so situated on a lot so that no portion thereof shall be closer to any one lot line that is allowed by local zoning ordinance.
 - 1.1.3 Contain adequate provisions to be connected to city provided utilities including but not limited to gas, electric, sewer, water, tv and phone. Fees associated with connecting to city services is the sole responsibility of the individual builder, and or lot owner.
 - 1.1.4 Be adequately wired for electricity in full compliance with requirements of the United States Electrical Contractor's Code and all electric, telephone and other utility lines shall be buried below the surface of the ground.
 - 1.1.5 Comply with community policies and building codes and such plans for construction shall be approved by said owners, for aesthetic harmony and location. No trash shall be burned within parameters of said subdivision.
 - 1.1.6 Provide adequate off street parking for vehicles of the family occupying such lot. No parking will be permitted within unconstructed lots owned by others.
 - 1.1.7 When outdoor pets are kept, the owner or owners shall provide proper shelter thereof, which shelter shall provide aesthetic harmony with the house and shall be kept repaired and painted at all times, keep the same

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contained, and the entire premises shall be kept repaired and painted or other adequate exterior finish to be considered permanent, and to be kept sanitary and clean at all times. In the event a controversy should arise regarding the keeping of pets and cleanliness and sanitary conditions, thereof, the results shall be determined by the Campbell County Health Official. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk, junk cars, of any kind, unlicensed cars or cars without of date license plates, appliances, etc. or to allow or permit said premises, or the animals thereon, to become a nuisance or offensive, or to annoy the other owners within the subdivision. All residential garbage containers shall be completely covered at all times. Temporary construction debris containers shall be maintained at all times and be located on particular owners lots and not within city streets.

- 1.1.8 Elevated tanks are prohibited to be placed within any residential lot.
- 1.1.9 Temporary Structures: No temporary house, mobile home, basement, trailer, or other structure shall be allowed on any lot as a place of residence and no dwelling shall be occupied in any manner prior to its completion and issuance of a Certificate of Occupancy issued by the local building official. Construction of any new residential structures shall be completed in no more than one year from the date construction commences.
- 1.1.10 As soon as weather permits after completion of each dwelling, as herein contemplated, the owner shall landscape his lot and premises by the performance of grading, and planting of necessary grasses, trees, shrubs and landscape material to acquire 100% landscaping of the front yard of each lot in order to maintain balanced harmony within the development.
- 1.1.11 Fencing will fall upon the responsibility of each builder and will be constructed of white vinyl, 6 foot tall privacy type material being understood to be maintenance free and to be installed upon each lot line dividing each separate dwelling. Building on lots that border already completed lots, said builder will compensate neighboring lot owner for 50% of material and labor for the shared use of bordering fencing. Fencing and landscaping shall not deter, impede, stop, re direct, dam up, or otherwise interfere with positive drainage of surface waters original set by developers based on typical "B" lot drainage design.
- 1.1.12 Fencing shall not exceed the front plane of the single family dwelling and will continue back to each property corner providing a definite lot division.
- 1.1.13 All other improvements built or installed upon any premises within this subdivision, including but not limited to garages, gates, fences, animal

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shelters, shed or other permanent or temporary structure of any kind shall be approved by the Architectural Control Committee.

- 1.1.14 There is hereby reserved in all streets, alleys, rear lot lines and other ways across all lots and parcels of land in said subdivision, an easement and right of way not exceeding 10' in width, unless otherwise noted on a final plat, for sub terrain installation of underground utilities serving any and all portions of said subdivision.
- 1.1.15 The covenants and restrictions, herein contained, are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within the subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision and all purchasers, and upon their heirs, personal representatives, successors and assigns for a period of time ending January 1, 2020, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or part.
- 1.1.16 Enforcement shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages or both.
- 1.1.17 Invalidation of any one of these restrictions by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF Monument Homebuilders, Inc. and JEI Land Investments, LLC have caused these presents to be signed and sealed in the City of Gillette, County of Campbell, State of Wyoming, this 4th day of December, 2009

Edward Ernste

Edward Ernste

Jon Martel

Jon Martel

The foregoing instrument was subscribed and sworn to me by Edward Ernste and Jon Martel this 4th day of December, 2009

WITNESS AND OFFICIAL SEAL



Janelle Frye

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Moon Shadow 2.2
Sawgrass Estates 1st Filing
Gillette, Wyoming 82716

Construction Standards and Base Specifications – Exhibit "B"

MINIMUM PRICING FOR SAID TWINHOME

* \$169,900.00

FOUNDATIONS

- * Engineered frost protected foundation
- * Crawl space foundation

FRAMING

- * 1 Joist floor system
- * 3/4" T&G OSB (oriented strand board) sub-flooring
- * 2x4 studs at 16" on center at all walls
- * Engineered roof trusses
- * 7/16" OSB roof sheathing
- * Wind ties at each truss to wall connection
- * 7/16 exterior sheathing

SIDING

- * Vinyl siding with warranties
- * 15 year fade protection warranty
- * Lifetime product warranty
- * R42 Polarwall Siding
- * 150 mph wind warranty
- * 1 year minimum workmanship warranty
- * 12" vinyl soffits
- * Aluminum facia
- * Garage door wraps
- * Color to be selected by Monument Homebuilders, Inc.

ROOFING

- * Tamco asphalt shingles
- * 30 year limited warranty
- * 110 mph limited wind warranty
- * Color to be selected by Monument Homebuilders, Inc.
- * Extruded aluminum gutters, downspouts and extenders

DWELLING

- * 1475 sq ft conditioned space

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- * Attached 20x22 garage, dry walled & insulated
- * 25% stone and 25% decorative shakes on front

APPLIANCES

- * Whirlpool Appliances (or comparable)
- * 30" self-cleaning electric range
- * Ventless range hood
- * 24" dishwasher
- * Refrigerator

PLUMBING

- * Pex water service or equal
- * 2 frostless sill cocks
- * RINNAI tankless water heater
- * Stainless steel kitchen sink
- * China bathroom sinks
- * One piece 5' tub/showers
- * American Standard (or equal) fixtures
- * Badger in sink erator, Garbage disposal

HEATING AND VENTILATION

- * 90% efficient Aire-flo Furnace
- * 20 year heat exchanger warranty
- * Metal ducts
- * Bathroom fans
- * Dryer vent
- * 1 year parts and labor warranty

ELECTRIC

- * TV wired in all bedrooms and living room
- * Telephone wired in all bedrooms and kitchen
- * Waterproof exterior 110v outlet at patio and entry porch
- * Four recessed can lights in kitchen
- * One light in each bedroom and bathrooms
- * Smoke detectors

WINDOWS

- * Double pane insulated vinyl windows with low E glass
- * Screens at all open panels
- * Window Blinds on all windows and Verticals on sliding door

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DOORS

- * Six panel insulated fiberglass entry door
- * Raised panel textured colonist interior doors-painted
- * Sectional raised panel steel overhead rollup garage door
- * Privacy lockset on bathrooms and master bedroom
- * Passage locksets on other doors
- * Double insulated patio slider

CABINETS

- * Merillat Millbridge Oak Cabinetry
- * Formica Laminate countertops

INTERIOR TRIM

- * Painted baseboards and door casings

DRYWALL AND PAINTING

- * ½' drywall on walls
- * 5/8" type X firewall between garage and home
- * Living area to be knock down texture finish
- * Eggshell on interior of exterior door surfaces
- * One coat prime and one coat eggshell interior latex
- * Garage to be fully dry walled and fire taped, no texture or paint

INSULATION

- * R-15 fiberglass bat in exterior walls
- * R-49 in attics and garage ceiling
- * Sound bat R-11 in companion party walls
- * Foam all windows and doors

FLOORING

- * HUD/VA sheet vinyl at kitchen, bathrooms and laundry room
- * HUD/VA Fairington HF106 by Shaw 100% polyester 10 yr. quality Assurance warranty carpet
 - ½' 6 lb. pad

FENCING

All Fencing shall require and be subject to approval of the Architectural Control Committee. But in no case shall fencing be allowed taller than 6' in backyard areas(backyard fences include side yards behind the front wall line of a home). All fencing must be constructed of new materials. Type of fencing materials allowed for backyard perimeters shall be vinyl unless exceptions are approved by Architectural Control Committee.

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Declaration of Protective Covenants
Sawgrass Estates, First Filing

ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee for the Subdivision is constituted. This Committee is composed Edward Ernste and Jonathan Martel or their successors as provided for herein. All notices to the Committee required herein shall be sent to 1807 Capitol Ave., Ste 108, Cheyenne, WY 82001. All Committee actions or decisions shall be by majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. None of the members of the Committee nor its designated representative shall be entitled to compassion of any kind for services performed as a member of the Committee.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to the Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant.

PRIOR COMMITTEE APPROVAL REQUIRED. No improvements shall be constructed or erected upon any Lot within the Subdivision until the Architectural Control Committee, hereinafter referred to as Committee, has approved the plans and specifications that meet the minimum requirements set forth below and submitted to it by the Lot Owner in the form and manner set forth herein. The committee shall have sole discretion regarding interpretation of definitions as presented herein as applicable to lot improvements only and sole discretion regarding approval of proposed lot improvements. All submissions to the Committee must include two (2) sets of illustrated plans and written specifications to include at a minimum:

- a. A Site Plan; illustrated to an appropriate scale, on either 11" x 17" or 24" x 36" plan sheets sizes, showing the location and size of all driveways, sidewalks, paths, and the drainage across, through, around, and from any structures on such Lot, easements and/or any other encumbrance specific to the Lot, and any other improvements which are known to the applicant at the time of the submission;
- b. The Floor Plan(s) of the structure(s); illustrated to an appropriate scale, on either 11" x 17" or 24" x 36" plan sheets sizes, with square footage of basements, main floor, addition floors, and garage areas calculated and set forth separately, in writing, on the plan sheet;
- c. Structure Elevation Drawing(s); illustrated to an appropriate scale, on either 11" x 17" or 24" x 36" plan sheets sizes, of the front, side(s) and rear elevations of all structure(s);

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- d. Specification Sheet; A description on the drawings or on a separate specification sheet of the type and with color samples of all exterior finishes including but not limited to doors, windows, wall treatments, trim, gutter and downspouts, and roofing material;
- e. Landscape Plan (which may be shown on the Site Plan); illustrated to an appropriate scale, on either 11" x 17" or 24" x 36" plan sheets sizes, showing all planned turf, trees, shrubs, fencing, irrigation, rock beds, Xeroscaping, and other landscaping improvements;
- f. Anticipated time frame for the construction of the proposed improvement(s).

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information, the time period for its decision shall not start until such information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described; conformance with this Declaration, and the harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of the specific basis for disapproval and the manner in which the applicant may suggest amendments to such plan to secure approval. One set of plans, specification and any other documents and materials submitted for approval shall remain in the possession of the Committee and one set marked "approved for construction" along with an approval letter shall be returned to the applicant.

In the event the Committee or its designate representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of applicant, committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, or any Lot Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Lot within the Subdivision without having first secured Committee Approval, The Committee and/or any Owner of a Lot within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and costs.

The Committee may grant variances from The Building and Improvements provisions of these Protective Covenants, due to extraordinary or exceptional situations or condition, at the Committee's sole discretion, provided that such relief does not impair or diminish the intent or purpose of the

Covenants. The Committee may waive certain provision of these Covenants if necessary to effectuate the objectives of these Covenants.

All construction shall be new and must comply with all applicable building codes, rules, regulations, and requirements, all applicable zoning laws, and the minimum building standard as set forth in this Declaration. No structure may be moved into the Subdivision from any location outside the Subdivision except pre-assembled, new construction, and components which must meet all of the requirements of these Covenants including all other codes and standards referenced herein. Builder must have Master of Records supervising on site at all times during construction of any said dwelling.

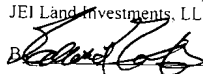
During construction, it shall be the Lot Owner's responsibility to insure that all construction related trash, waste, materials and debris are contained and the construction site is kept clean. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that all trash, debris or material of any kind be adequately contained within their Lot and not be allowed to litter other Lots, the Subdivision's public road right-of-ways or other properties.

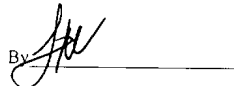
ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the Owner of any Lot subject to this Declaration or the Committee, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any Covenant or Covenants. Such judicial proceedings may include the recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, or Owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and the Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration.

SEVERABILITY. Invalidation of any one of these restrictions by judgment or Court order in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Monument Homebuilders, Inc.
And JEI Land Investments, LLC has signed this Declaration of Covenants on this date set forth in this acknowledgement.

DECLARANT;
Monument Homebuilders, Inc.
JEI Land Investments, LLC

By 

By 

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Edward Ernste)
STATE OF WYOMING)
COUNTY OF Laramie)ss.
)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was
acknowledged before me by Jonathan Martel this 9th day of
December, 2009.

WITNESS MY HAND AND OFFICIAL SEAL



Janelle Frye
Notary Public

My Commission Expires: Jan 14, 2012

STATE OF WYOMING)
COUNTY OF Laramie)ss.
)

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged
before me by Edward Ernste this 9th day of
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Janelle Frye
Notary Public

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936338 Recorded on 12/11/2009 at 8:10 00 Fee 41 00
Book 2501 of PHOTOS Pages 574 to 585
Susan F. Saunders, Campbell County Clerk hv: C KLINGLER

RECORDED
ABSTRACTED
INDEXED
CHECKED

