

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, to-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.

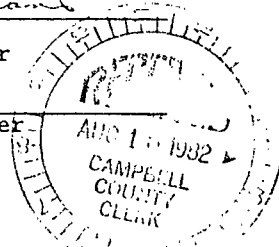
DATED this 29 day of July, 1982.

STATE OF WYOMING )  
Campbell County ) ss. **516055**  
Filed for record this 10th day of AUG.  
A.D., 19 82 at 3:14 o'clock P.M. and recorded  
in Book 629 of Photos RECORDED  
on page 85 Fees \$ 8.00 ABSTRACTED  
Livan E. Addison INDEXED  
County Clerk and Ex-Officio Register of Deeds CHECKED  
By Connie Nannemann

TRD Venture, a Joint Venture

Willis Chrans  
By: Willis Chrans  
Managing Partner

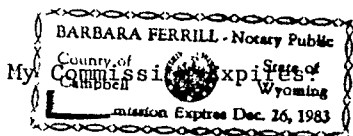
Ben Doud  
By: Ben Doud, Partner



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.



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

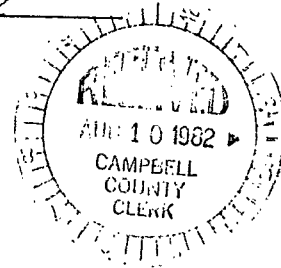
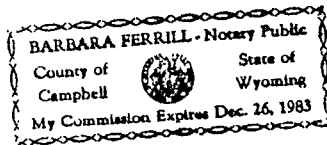
STATE OF WYOMING )  
County of Campbell ) ss.

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 PM and recorded in Book 629  
of Photos on page 88 Fees \$ 14.00  
Chrans E. Addison RECORDED  
County Clerk and Ex-Officio Register of Deeds ABSTRACTED  
INDEXED  
CHECKED  
By Carol Ann 516056  
Deputy

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.

STATE OF WYOMING }  
Campbell County } ss.  
Filed for record this 21st day of March A.D. 19 83 at 3:50 o'clock P.M. and recorded in Book 669  
of Photos on page 287 Fees \$ 8.50  
E. Addison  
County Clerk and Ex-Officio Register of Deeds  
RECORDED  
ABSTRACTED  
INDEXED  
526616

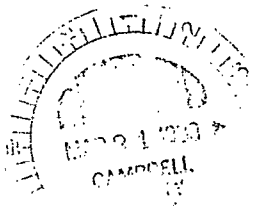
USE OF PROPERTY

- 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

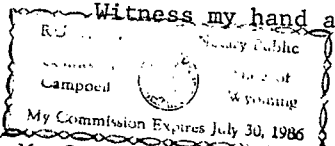
Joe King  
Joe King, a single man

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.



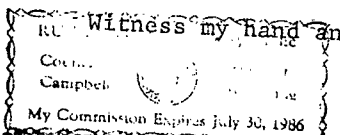
[Signature]  
Notary Public

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.



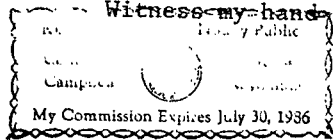
[Signature]  
Notary Public

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 Loree Cates, a single woman.

Witness my hand and official seal.



\_\_\_\_\_  
Notary Public

My Commission Expires: July 30, 1986