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PREPARED BY AND AFTER RECORDING RETURN TO:

THE SALISBURY FIRM, P.C.
P.O. Box 1617
Cheyenne, WY 82003

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)



REC'D #: 746735
RECORDED 2/1/2019 AT 10:22 AM BK# 2610 PG# 1029
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 9

CROWCREEK HOMES LLC
TO
THE PUBLIC

LIMITED DECLARATION OF COVENANTS
FOR SADDLE RIDGE, 8TH FILING

KNOW ALL MEN BY THESE PRESENTS that CrowCreek Homes LLC, a Wyoming limited liability company, ("Grantor" or "Declarant" herein), the owner of certain lands situate in Saddle Ridge, 8th Filing, a subdivision of the City of Cheyenne, Laramie County, Wyoming, situate in a portion of the East One-Half (1/2) of Section 25, Township 14 North, Range 66 West, 6th P.M., Cheyenne, Laramie County, Wyoming, and being developed by the undersigned, does hereby covenant, agree and make the following declarations as to the limitations and restrictions of use to which the lots within the Alpine Homes Project may be put, which lots are described as:

SADDLE RIDGE, 8TH FILING:

Lots 1 – 16, inclusive, Block 7.

As reflected on the final plat for Saddle Ridge, 8th Filing, recorded in the Office of the County Clerk, Laramie County, Wyoming, and filed in Plat Cabinet 10, Slot 160.

All such Lots identified herein shall be referred to herein as an "Alpine Home Lot". Collectively, Lots 1 – 16, Block 7, Saddle Ridge, 8th Filing, shall be referred to herein as the "Alpine Homes Project".

1. **INTENT.** It is the intent of these covenants to protect and enhance the value, desirability and attraction of the Alpine Homes Project; to provide for the establishment of an association to provide snow removal and routine lawn maintenance services for the Alpine Home Lots, as set forth herein; to establish reciprocal shared driveway easements; and to establish maintenance and repair covenants for use of the reciprocal shared driveways.

2. RESTRICTIVE USE. All Alpine Home Lots within the Alpine Homes Project shall be known and described as single family residential lots and will be restricted by the covenants contained in this Declaration as well as that certain "Declaration of Protective Covenants: Saddle Ridge Subdivision – Phase I", recorded in the Office of the County Clerk, Laramie County, Wyoming, at Book 2003, Page 1083 (Reception No. 487822), as amended on July 22, 2009, at Book 2124, Page 1 (Reception No. 527335); as amended on December 9, 2010, at Book 2197, Page 740 (Reception No. 558834); and as amended on May 4, 2012, at Book 2273, Page 1468 (Reception No. 590636) (collectively, "Subdivision Covenants"). The owners of Alpine Home Lots within the Alpine Homes Project shall have full enjoyment of the Alpine Home Lots, subject, however, to the covenants contained in this Declaration and the Subdivision Covenants. To the extent there is a conflict between the restrictions set forth herein and the Subdivision Covenants, the terms, conditions and restrictions set forth in the Subdivision Covenants shall take precedence and shall control over the restrictions and obligations set forth herein.

3. PRIOR COMMITTEE APPROVAL REQUIRED. No building shall be erected upon any Alpine Home Lot within the Alpine Home Project until approval of the construction plans and specifications and a site plan showing the location of the structure has been applied for by written notice of intent to construct sent to the Architectural Control Committee for the Saddle Ridge Subdivisio, 506 Shoshoni Street, Cheyenne, WY 82009. The review and approval process set forth in the Subdivision Covenants shall apply to all structures being erected on any Alpine Home Lot.

4. HOMEOWNERS' ASSOCIATION. The ownership of any Alpine Home Lot subject to this Declaration shall impose and confer upon any such owner the obligations and benefits of membership in the Alpine Homes Owners' Association ("Association"). Membership shall be appurtenant to and may not be separated from ownership of any Alpine Home Lot which is subject to assessment. Each Alpine Home Lot owned by an owner shall entitle such owner to one (1) vote.

The Association shall enforce this Declaration; assess its members for the costs of snow removal and routine lawn maintenance, as provided herein; create a system of fines for violation of this Declaration or the rules and regulations of the Association; and promote the common interests of its members.

The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and the Bylaws of the Association. The assessments to be imposed upon Alpine Home Lot owners shall be determined by the Association.



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The Association shall assume all responsibilities and obligations of routine lawn maintenance on Alpine Home Lots and the removal of snow from Alpine Home Lots, as provided herein, and pay for the costs thereof; pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State; file tax returns; and assess Alpine Home Lot owners equally for all such costs and enforce this Declaration.

Owners of Alpine Home Lots shall be required to remit an annual fee to the Association in recognition and payment of the costs of management, routine lawn maintenance and snow removal on Alpine Home Lots ("Assessment"). In addition to the Assessment, owners of Alpine Home Lots are bound for the payment of any and all fines duly made, assessed and imposed according to the rules and regulations promulgated by the Association.

The Assessment levied by the Association shall be used exclusively to promote the health, safety and welfare of the property owners in the Alpine Homes Project; and for such other items as the Association may, in its sole discretion, determine to be necessary.

No Assessment shall commence as to any Alpine Home Lot until such time as that Alpine Home Lot has constructed on it a dwelling unit for which a Certificate of Occupancy has been issued by the appropriate city official AND record title to such Alpine Home Lot has been transferred and/or conveyed by Declarant to an unaffiliated third party. At such time as both of the preceding conditions have been met, Assessments on the Alpine Home Lot shall commence. The Assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Alpine Home Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the obligation of the record title owner of such Alpine Home Lot at the time when the Assessment fell due. The obligation (as opposed to the lien against the property) for delinquent Assessments shall not pass to the record title owner's successor in the title unless expressly assumed by it.

The Assessment shall be fixed at a uniform rate for all Alpine Home Lots and may be collected on a monthly, quarterly, or annual basis as determined by the Association. The initial monthly assessment to be imposed upon Alpine Home Lot owners shall be eighty dollars (\$80.00) per month per Alpine Home Lot, or such other amount as the Association deems necessary, in its discretion, to promote the health, safety and welfare of the property owners in the Alpine Homes Project; for routine lawn maintenance and snow removal from Alpine Home Lots; and for such other items as the Association may, in its sole discretion, determine to be necessary.

At any such time as title to an Alpine Home Lot is transferred to a new record title owner, the new record title owner shall remit and prepay to the Association, at closing, an amount equal to the monthly assessment fee set forth herein, as modified, multiplied by the number of months remaining in the calendar year in which closing occurred. Payment for partial months shall be on a *per diem* basis with such *per diem* being calculated by multiplying the monthly assessment fee set forth herein, as modified, by twelve (12) calendar months then dividing the product by 365



days. By way of example and utilizing a monthly assessment fee of eighty dollars (\$80.00), for a closing scheduled on September 15, the new record title owner would remit to the Association, at closing, the sum of one hundred twenty dollars (\$240.00) (\$80.00/month for October, November and December) PLUS the sum of thirty-nine dollars and forty-five cents (\$39.45) $((\$80.00 * 12) / 365 = \$2.63/\text{diem} * 15 \text{ days remaining in September})$, for a total of two hundred seventy-nine dollars and forty-five cents (\$279.45) Provision for such prepayment shall be included on the HUD settlement statement. The prepayment contemplated herein shall not relieve the new record title owner from the obligation to remit payment of monthly assessments for the Alpine Home Lot. The Association shall refund any prepaid but unapplied assessments to the selling Alpine Home Lot owner within thirty (30) days of the transfer of title to the new record title owner. It is incumbent upon the selling Alpine Home Lot owner to notify the Association of a correct mailing address to facilitate the refund of unapplied assessments.

The Association shall fix the amount of the Assessment against each Alpine Home Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Alpine Home Lot owner subject thereto. The due dates shall be established by the Association but shall be not less than thirty (30) days after mailing or dissemination of notice. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Alpine Home Lot have been paid. A properly executed certificate of the Association as to the state of assessments on an Alpine Home Lot is binding upon the Association as of the date of its issuance.

Any Assessment not paid on or before the due date shall bear interest from the due date at the rate of twelve percent (12.00%) per annum. Non-payment of the Assessment or of any fines assessed by the Association may result in imposition of a lien against the Lot. The Association may bring an action at law against an Alpine Home Lot owner obligated to pay the same, or may foreclose its lien against the property pursuant to and in accordance with the foreclosure by advertisement and sale provisions for mortgages as provided in the Wyoming Statutes. No Alpine Home Lot owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the owner's Alpine Home Lot.

The lien of any Assessment or for any fine assessed by the Association provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Alpine Home Lot shall not affect the lien of an Assessment and/or fine. However, the sale or transfer of any Alpine Home Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessment and/or fine as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Alpine Home Lot owner from liability for any assessments and/or fines thereafter becoming due from the lien thereof.



5. DRIVEWAYS. All driveways to the residential structure constructed on Alpine Home Lots shall be surfaced with concrete, asphalt or a similar substance. Alpine Home Lots in the Alpine Homes Project shall have common, shared garage access driveways (“Common Driveway”). Such Alpine Home Lots shall be subject to and benefitted by a perpetual nonexclusive easement for ingress and egress over the Common Driveway and for providing utility services to the individual Alpine Home Lots. The owners of such Alpine Home Lots shall use the Common Driveway situated on the easements with due regard for the rights of any other owner and their use of such Common Driveway. No owner shall use or permit the use of the Common Driveway in any manner which impairs the right of any other owner to its use, nor shall any owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Driveway in any manner whatsoever without the concurrence of all owners entitled to use of the Common Driveway.

The owners using the Common Driveway shall share equally in the expense and cost of maintaining, improving and repairing the Common Driveway, except that any damage other than ordinary wear and tear caused by any owner, or any party claiming through such owner, whether by negligence or otherwise, shall be repaired at the expense of such owner. The Common Driveway shall be maintained in good repair and in a condition substantially similar to that of its original construction. Upon conveyance of an Alpine Home Lot, the grantor of such Alpine Home Lot shall be, as of the date of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after its period of ownership for expenses and costs incurred for maintenance and repair during its period of ownership of the Alpine Home Lot.

6. SERVICES; SNOW REMOVAL; LAWN MAINTENANCE.

a) The Association shall provide such services to the Alpine Home Lot owners as the individual Alpine Home Lot owner may determine and, to the extent required, the Association, its agents and employees shall have a license to enter upon each Alpine Home Lot owner’s lot as may be reasonably necessary in order to perform these services. The services and responsibilities of the Association will include the following:

i) Snow removal from the public sidewalk, front porch, sidewalk approach and Common Driveways when, in the sole judgment and discretion of the Association, such removal is warranted by the snow event. Alpine Home Lot owners are expected to address minor drifting at porches and driveways, and snow accumulation when less than the contractual limits determined by the Association; and

ii) Basic lawn mowing, trimming and maintenance of lawn, shrubs, trees, and exterior components of the irrigation system;



b) The cost for the services provided by the Association contemplated herein shall be included in the Assessment levied against each Alpine Home Lot.

c) The Association is specifically authorized to contract with any third party it selects to provide the services contemplated herein.

d) Notwithstanding the foregoing enumeration of services, the Association will not provide nor be responsible for, financially or otherwise, the maintenance, repair and/or replacement of the following:

i) Any and all additions to the landscaping near the Alpine Home Lot including, without limitation, bushes, flowers, trees, shrubs or planter boxes placed or installed on or about the Alpine Home Lot by the owner, or any appurtenances thereto;

ii) The inside water backflow device;

iii) Exterior windows and/or window wells. Maintenance and repair of window wells is exclusively the responsibility of the Alpine Home Lot owner;

iv) Routine maintenance, cleaning and repairs of rear decks, patios, and front porch areas are exclusively the responsibility of the Alpine Home Lot owner. Notwithstanding anything herein to the contrary, the replacement of the rear deck of the residence is exclusively the responsibility of the Alpine Home Lot owner who shall be solely responsible for the expense thereof;

v) The repair and maintenance of the foundation of the residence on any Alpine Home Lot is exclusively the responsibility of the Alpine Home Lot owner who shall be solely responsible for the expense thereof;

vi) For irrigation of landscaping on Alpine Home Lots;

vii) For painting of the exterior painted surfaces of the residence on the Alpine Home Lot;

viii) For the general maintenance and/or improvement of any residential structure located on such Alpine Home Lot; and



ix) For the maintenance, repair and replacement, as necessary, of the concrete walkways around the Alpine Home Lot as well as the concrete walkways leading to the entryway of the Alpine Home Lot.

e) The maintenance, installation and repair of the items enumerated within Section 6(d) are the sole and exclusive responsibility of the Alpine Home Lot owner, along with all other portions of the owner's Alpine Home Lot for which the Association does not provide maintenance service.

f) In the event that any maintenance or repair performed by the Association contemplated herein is caused through the willful or negligent act of any Alpine Home Lot owner, or the owner's family, guests or invitees, the cost of such maintenance or repair shall be promptly paid by such Alpine Home Lot owner to the Association.

g) Each and every Alpine Home Lot owner shall indemnify, defend (by counsel reasonably acceptable to the Association) and hold harmless the Association, the and it officers, directors, agents, contractors and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the services to be provided by the Association contemplated herein including, without limitation, injury or damage from escaped pets, incidental invasions of privacy or any other act and/or omission arising from the maintenance of landscaping or snow removal on an Alpine Home Lot.

7. BINDING EFFECT; EXTENSION; AMENDMENT. This Declaration and all restrictions set forth herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, at any time, by an instrument signed by at least seventy-five percent (75.00%) of the then-owners of the Alpine Home Lots agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming. This Declaration may be amended by Grantor, as to any Alpine Home Lots not already conveyed to a grantee not related in any way to Grantor, at any time prior to the sale of all Alpine Home Lots in the Alpine Homes Project.

8. ENFORCEMENT. This Declaration and any covenants, conditions and restrictions set forth herein, may be enforced by the owner of any Alpine Home Lot subject to this Declaration or the Association by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants or for failure to pay fines or assessments made by the Association. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Association or Alpine Home Lot



owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, or the recovery of damages, whether said violation shall be of the same or of a different provision within this Declaration. No bond shall be required for issuance of either a temporary restraining order or preliminary injunction at the request of the Association.

Although it is a right, it is neither the obligation nor the responsibility of the Association or the Declarant to prosecute violations of this Declaration on behalf of any Alpine Home Lot owner(s). Under no circumstances shall an Alpine Home Lot owner bring any claim, demand or action against the Association or the Declarant relating in any way to a violation of this Declaration by another Alpine Home Lot owner.

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

10. BENEFITS AND BURDENS. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarant and the owners of the Alpine Home Lots located within the Alpine Homes Project and their respective heirs, successors, personal representatives and assigns.

11. IMMUNITY. The Association, and its respective officers and directors acting within the scope of their authority, shall not be liable to any Alpine Home Lot owner, their invitees, heirs or assigns, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure to perform, any of the obligations of the Association set forth herein, including, but not limited to, the lawn maintenance and snow removal, as provided herein.

12. INSURANCE. All Alpine Home Lot owners shall be solely and individually responsible for obtaining and maintaining insurance for the residence constructed thereon including, but not limited to, interior structural and contents insurance and premises liability insurance. Except as provided herein, neither the Declarant nor the Association shall be required to provide insurance coverage of any type, kind or nature for an Alpine Home Lot and/or the residence constructed thereon.

The Association, acting through its Board, shall determine reasonable deductibles for any insurance policy carried by the Association under this Section. The Association shall have the right to assess the cost of any deductible paid by the Association against a negligent or otherwise responsible Alpine Home Lot owner who causes or is materially responsible for the loss. Such deductible shall be assessed against the responsible Alpine Home Lot owner as part of the Assessment for that owner. The Association reserves the right to adopt additional insurance policies regarding deductibles.

DATED this 1st day of February, 2019.

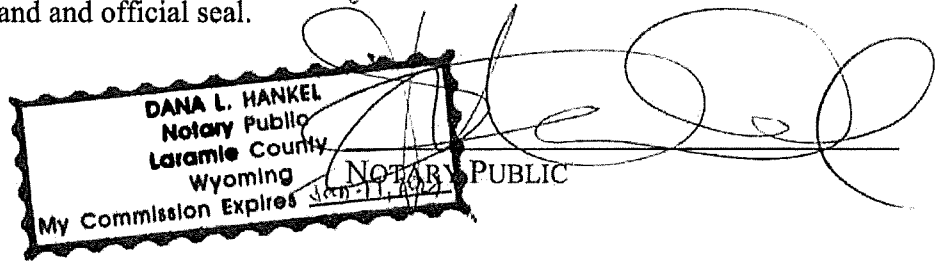
CROWCREEK HOMES LLC, Grantor
By:

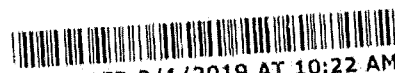
Kim McMullen
Kim McMullen, Manager

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Kim McMullen, known to me to be the Manager of CrowCreek Homes LLC, who swore and affirmed that she was executing this instrument with the authority and on behalf of the management and membership of CrowCreek Homes LLC, on this 1st day of February, 2019.

WITNESS my hand and official seal.


DANA L. HANKEL
Notary Public
Laramie County
Wyoming
My Commission Expires 11/11/2021
NOTARY PUBLIC



RECP #: 746735
RECORDED 2/1/2019 AT 10:22 AM BK# 2610 PG# 1037
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 9 OF 9

My Commission Expires
Wyoming
Tammie Coody
Notary Public
DANA L. BARKER