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**DECLARATION OF PROTECTIVE COVENANTS
OF
SWEETGRASS PLANNED UNIT DEVELOPMENT – 5th and 6th Filings**

KNOW ALL MEN BY THESE PRESENTS:

These conditions, covenants, restrictions, and easements apply to Sweetgrass 5th Filing and Sweetgrass 6th Filing, a portion of the Sweetgrass Planned Unit Development subject to the master annexation agreement dated February 12, 2018 and duly recorded in the records of the Clerk of Laramie County beginning at Book 2583 at Page 1914.

Attached hereto and incorporated herein by reference as Exhibit A is the Sweetgrass Home Owners Association Agreement dated JAN 9th, 2020, as amended through September 15, 2021, herein referred to as the Sweetgrass HOA, as amended.

THIS DECLARATION made this 15 day of September, 2021 by Sweetgrass Land Co., LLC. a Wyoming duly authorized and existing limited liability company herein referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described as:

All lots and all blocks of Sweetgrass 5th Filing, an addition to the City of Cheyenne, County of Laramie, State of Wyoming, situated in the North ½ of section 16 of Township 13 North, Range 66 West of the 6th P.M.

And

All lots and all blocks of Sweetgrass 6th Filing, an addition to the City of Cheyenne, County of Laramie, State of Wyoming, situated in the North ½ of section 16 of Township 13 North, Range 66 West of the 6th P.M.

and is desirous of subjecting the real property described above to the conditions, covenants, restrictions, and easements hereinafter set forth, all of which are for the benefit of said property, and for the owner there, and shall inure to the benefit of and pass with said property and each parcel therefor to future owners, and shall apply to and bind the owners and any successors in interest thereof;

NOW, THEREFORE, the Declarant hereby declares that the real property described above is, and shall be, held, transferred, or sold, subject to the conditions, covenants, restrictions, and easements hereinafter set forth within the Sweetgrass Home Owners Association Agreement, attached hereto as Exhibit A.

FURTHER, AS AN ADDITIONAL DECLARATION:



Assessments levied by the Sweetgrass Home Owners Association (the "Association") shall be used exclusively for the purposes provided in this Declaration (including Exhibit A) and to secure such benefit each Owner of real property within the described property, jointly and severally and for himself, herself, their heirs, devisees, legal representatives, successors and assigns, by acceptance of a deed within the described property, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees:

- (1) To pay to the association the assessments and any special assessment which may or shall be levied by the association pursuant to this Declaration against all real property owned by that person.
- (2) To pay to the Association any special assessment and other charges which may or shall be levied by the association pursuant to this Declaration against all real property owned by that person.
- (3) That there is hereby created a continuing charge and lien upon all real property owned by that person against all such assessments are made to secure payment of such assessments and any interest thereon as provided by Wyoming law together with costs of collection including reasonable attorney's fees.
- (4) That such continuing charge and lien on such real property binds such real property in the hands of the then Owner and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien shall be superior to any and all charges, liens, or encumbrances which may hereafter in any manner arise or be imposed upon such real property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, *EXCEPT* such liens for taxes or other public charges as are by applicable law made superior and for purchase money mortgages obtained when Owner acquires the real property. Such continuing charge and lien shall not be affected by any sale or transfer of the real property.
- (5) That no sale or transfer at foreclosure, or in lieu of foreclosure, shall relieve any real property from the liability for any assessment thereafter assessed.
- (6) That all annual, quarterly, special, and specific assessments (together with interest thereon and costs of collection, including a reasonable attorneys' fees) levied against any real property owned by that person during the period he or she is an owner shall be (in addition to being a continuing charge and lien against such real property) a personal obligation which will survive any sale or transfer of the real property owned by that person; provided, however, that such personal obligation for delinquent assessments shall not pass to the owner's successor in title unless expressly assumed by such successor, but shall remain a charge and lien upon the real property.

FURTHER, AS AN ADDITIONAL DECLARATION: Each homeowner shall erect and maintain in good order a privacy fence between that homeowner's lot and any neighboring lots. Such lot owners are encouraged to split the cost of any common fence. The Association, through its Design Review Committee must approve the fencing materials and proposed plan of construction in advance of construction.



**Sweetgrass Homeowners Association
Design Review Committee
Rules – updated as of September 9, 2021**

Pursuant to the Sweetgrass Homeowners Association Agreement, the Design Review Committee (the "Committee") is charged with the following responsibilities:

1. Approval of construction plans and specifications submitted by a lot owner, to include:
 - a. A site plan showing the location of the structure(s) to be constructed on the Lot, the location and size of all roads, paths, driveways and sidewalks, the drainage across such lot and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission;
 - b. The floor plan of the structure(s) with square footage indicated;
 - c. A drawing showing the front, side and rear elevations of all structure(s); and
 - d. A description on the drawings or a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.
2. The Committee may also require additional information necessary to consider the plans and intended to provide assurance the construction will be of reflect quality materials and workmanship.
3. Additionally, the Committee must approve any proposed satellite dish installation, solar or wind energy generation improvements, subdivision of any lot and use of a temporary job site or tool shed within the subdivision.
4. The Committee may provide construction standard exceptions if such exceptions are within the parameters of its authority under the Sweetgrass PUD (Planned Unit Development).
5. Landscaping, **including any revision to the grade of a lot**, must be submitted to the committee by the owner and must be approved in advance. All surface areas within a lot if not covered by a structure or road shall be covered with native grasses, traditional lawn grass, flowers, trees, shrubs and other landscaping material such as wood chips, rocks, bark or mulch, or graveled material.
6. The Committee, working with the Developer, shall identify and provide reasonable storage area for construction trailers. Contractors shall store trailers and other equipment not in immediate use in such designated areas and not on the streets of the platted area.
7. The Committee must approve all signs placed upon a lot; provided one sign of no more than 3 square feet advertising the property is for sale or rent shall be allowed, as well as similar sized builders signs advertising the property during construction period only, and political campaign signs are permitted subject to city ordinance. Failure to maintain such signs shall entitle HOA to remove and dispose of signs at its convenience. HOA may permit, but is not required to permit, a legend sign to be erected at the entrance of an area under development identifying the lots by ownership or by name of contractor. With permission and prior approval of design by the HOA, a model home may have

additional signage. It is intended that a contractor will have only one model home per neighborhood.

8. The Committee may permit kennels and dog runs if properly screened from the view of other lot owners and public roads.
9. The Committee must approve of materials, height, and design of fencing. Attached as appendix A to these rules is a list of approved materials meeting the standards of the committee. Alternative materials may be approved by the Committee upon request if such materials are consistent with appendix A in color, quality, appearance, durability and design. A contractor or lot owner may request approval of materials by request directed to the Committee.
10. It remains the duty of the lot owner to maintain fencing located on or between lots.
11. Should the Contractor propose to enter the building site through common areas within Sweetgrass, the Contractor will design and implement a plan to restore the common areas for any damage caused by such access. This may include grading and reseeding of damaged areas. Should Contractor fail to perform such restoration, it shall be liable to Sweetgrass HOA for the damages and cost of restoration incurred by Sweetgrass HOA, including reasonable costs of collection and reasonable attorney fees.
12. **All submissions shall be by digital file through email unless the lot owner wishes to submit by written documentation with a handling fee of \$150 per lot submission. No handling fee is due for electronic submission of digital files.**
13. The committee shall inform an applicant of any disapproval of a submitted plan. **All such notifications shall be communicated by the committee in digital form by email to the email address provided by the lot owner.**
14. The DRC may seek enforcement of any violation of these rules, as amended, by resort to the same enforcement process described in the covenants or Home Owners Association agreement for collection of fees and assessments, including imposition of and enforcement of a lien upon the subject property.

All communications and filings may be directed to the committee in care of its agent, Lee Martin, at: lee@plandesignwy.com



Appendix A Fencing materials and construction standards

Perimeter fencing. Perimeter fencing shall be constructed with a 5'x 5" x 9' post, 8' on center; (280" thickness) and white in color (color code: F10CW). Fencing will be routed per Contractor's custom design and filled with 1.5' x 5.5" ranch rails and will be Adobe in color (Part # HVP-F27ED192114-K and color code F27CD). Spacing of the ranch rails will be 2.5" – 3.0" (estimated). All posts will have 12" diameter holes at a depth of 2.5' and filled with 160# of concrete in each hole. Each post will be spaced 8' on center. All perimeter fencing posts shall have the "Classic" style cap (part # C55CLSW)

Common areas or elements. Common areas or elements will be constructed out of 5'x 5' x 8' posts that are (.150" thick) and white in color (part #HVP-F32GW71B114 and color code: F10CW) routed to a 4 rail, ranch rail with the middle creating an "X" pattern (commonly known as a "buck fence"), which shall be adobe in color (Part # HVP-F27ED192114-K and color code F27CD). Caps will be "pyramid", with "solar" lighting at opening (solar lighting (PART # SLWHWH5W) as an upgrade and will be an additional charge at the time of installation.

Interior fencing. Interior fencing, other than for common areas or elements, and intended for residential construction, shall be constructed out of 5"x 5" x 8' posts that are 150" thick and white in color (Part # HVP-F10CW096081 with color code: F10CW). Posts will be white in color (color code F10CW). Panels will be 1-7/8" thick, 11.3" wide x 60.25" tall, tongue and groove. Color of panels will be adobe (Part # HVP- F27ED192114-K and color code: F61SD). Top and bottom rail will be 1.5" x 5.5" x 71.5". Top and bottom rails shall use part # HVP-F32GW71B114 and color code F32GW. Rails must have a 2" pocket to withstand higher wind loads. All interior top rails will match the height of the perimeter fence to ensure a uniform look, spacing on these posts will be 6' on center minus any short sections that need to be placed.

Gates. Gates are to be constructed at a standard 46" width and will meet ADA standards ("Americans with Disabilities Act of 1990"). All gates will have steel framing bracing to ensure longevity. All gates will come with one handle placed on the outside of the gate. Post caps will be a standard "pyramid" style (Part # CSSPYRAW) for all residential construction areas, and all gates will be made with same materials listed above.

Fence packages and replacement fence parts. Fence packages and replacement parts will be available for delivery to fence contractors and homeowners within 1-3 business days. A standard delivery fee of \$50.00 will be charged. Upon request, Workman Fencing LLC will supply a fence part worksheet which will identify the number of feet, post count, picket count, cap count, and layout of fence which will be completed by the party requesting fencing parts. Packages will be built to those exact specifications. Workman Fencing LLC will work with the fencing contractor and homeowners to ensure they are able to complete their corrected order for additional applicable fees with completion of a separate fence part worksheet, but in the



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event of an error on behalf of the homeowner or fence contractor, Workman Fencing LLC will not be accountable for fees or expenses incurred as a consequence of this error.

Workman Fencing LLC may be contacted at:

301-757-6652

Suitable alternatives: Fencing materials from other vendors will be acceptable if those materials are consistent with above-described materials in terms of color, quality, appearance, durability and design, as may be determined by the Committee from time to time upon request directed to it by a contractor or lot owner.



Sweetgrass Home Owners Association Addendum to Agreement

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

The following Addendum is adopted on this 15th day of September, 2021 to the Sweetgrass Homeowners Association Agreement to be effective for all residential property within the Sweetgrass PUD Annexation, Master Annexation Agreement, date February 12, 2018 and recorded beginning at book 2583, page 1914, in the records of the Clerk of Laramie County, State of Wyoming, and as may be subsequently amended from time to time (hereinafter the "PUD") that has not previously sold by Sweetgrass Land Co. LLC (hereinafter the "Grantor.")

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

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

ADDITIONAL DUTIES and RIGHTS OF THE HOME OWNERS ASSOCIATION:

It shall remain the duty of the Home Owners Association (hereinafter the "HOA") to enforce design standards including the rules adopted by the Design Review Committee and approved by the board, the PUD, and CCR's.

REAL ESTATE TRANSFER FEES:

There shall be no real estate transfer fees assessed upon lots at the time of the first sale by Sweetgrass Land Co., LLC. Thereafter to help pay for landscaping, pathways and other amenities within Sweetgrass, the sale of real property within the Sweetgrass PUD shall be subject to the following:



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

REGULAR ASSESSMENTS:

Assessments shall be owed and collected based upon the following commencement date: (a) the passage of 18 months following the sale of the lot by Grantor, (b) the sale of a constructed dwelling unit or units on the lot to an owner for occupancy or rent to third parties, or (c) the first day of the month following the issuance of a Certificate of Occupancy by the City of Cheyenne related to the lot.

Association dues and assessments are to be based on dwelling units rather than lots when more than one dwelling unit exists on a lot.

HOA EXECUTIVE COMMITTEE:

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

DESIGN REVIEW COMMITTEE:

A Design Review Committee (the "DRC" or "DR Committee") for Sweetgrass is constituted, composed of Del Lummis, Annaliese Wiederspahn and Sally Lummis or their designees and successors.

DR COMMITTEE APPROVAL REQUIRED:

No building or improvement shall be constructed or erected upon any Lot within Sweetgrass until the DR Committee has approved the construction plans and specifications submitted to it by the Lot Owner in the form and manner set forth herein.

All submissions for approval and notices to the DR Committee required herein shall be sent to:

Design Review Committee
c/o Lee Martin
lee@plandesignwy.com

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



e. A design for the construction of fencing between adjoining lots, including common areas, using approved materials and in accordance with rules adopted by the Design Review Committee.

USE OF LOTS.

All buildings and landscaping shall be kept in good general condition and repair at all times, including the removal of weeds and trash on lots still vacant;

No Owner or Contractor shall operate steel-tracked vehicles, including steel-tracked vehicles with rubberized protective surfaces, within Sweetgrass. Any damage to improvements on the Owner's lot, to other lots, or to public curbs and streets shall be the responsibility of the lot owner who permitted an operator of heavy equipment at the lot owner's lot.

SIGNS.

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

ENFORCEMENT.

This Agreement and any covenants, conditions and restrictions set forth herein, may be enforced by the Executive Committee of the Sweetgrass Home Owners Association or the owner of any Lot subject to this Agreement by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available.

The party found to have violated this Agreement shall be responsible for the reasonable attorney fees incurred by the Home Owners Association or Lot owner in such proceedings. The failure to enforce or abate any violation of this Agreement and these covenants shall not preclude or prevent the enforcement of a further or continued violation.

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

To assist in enforcement of its duties, the HOA shall have the right to create and enforce liens upon lots within the association's boundaries. Such enforcement shall proceed as follows:



1. If regular dues or an assessment is delinquent, or if a violation of the Planned Unit Development, or the Covenants appurtenant to a lot, or of the Rules of the HOA, including the rules of the Design Review Committee, shall occur, the HOA shall first given Notice to the owner of the lot (hereafter the "Lot Owner") in question by physical delivery of such Notice, or by certified mail, return receipt requested to the last known address of the Lot Owner. This delivery method may be waived by the Lot Owner. Notice shall also be given to any existing mortgagee or lienholder of record (hereinafter "Mortgagee") related to the lot as shown by the real estate records of the Clerk of Laramie County.
2. The Notice shall describe the delinquency or violation and shall demand that the Lot Owner immediately cure such delinquency or violation within 30 days of the date of the Notice. Such Notice shall also inform the recipient of the intention of the HOA to enforce its rights to cure and that, if required to enforce its rights, the subject property may be subjected to a lien against that property subject to foreclosure under the laws of the State of Wyoming.
3. In the event the delinquency or violation is not timely cured, the HOA may, in the case of a violation, effectuate a cure and the cost of such cure, together with interest thereon at the rate of Fifteen (15%) percent per annum shall accrue as a charge to the Lot Owner secured by a lien upon the subject property. Such rate of interest shall also then apply to delinquent amounts owed.
4. Thereafter, Notice by physical delivery or regular mail, shall be given to the Lot Owner and any Mortgagee of the cost of the cure, or the delinquent amounts owed and such Notice shall further state the intention of the HOA to enforce collection of such amounts owed, together with interest thereon and the reasonable costs of collection (including attorney fees) by the placing of a lien upon the subject lot, and the subsequent enforcement through foreclosure of the lien under the laws of the State of Wyoming.
5. No sooner than 30 days following the second Notice, the HOA may foreclose its lien by Advertisement and Power of Sale or by judicial means, as provided by the laws of the State of Wyoming.

Assessments levied by the Sweetgrass Home Owners Association (the "Association") shall be used exclusively for the purposes provided in this Declaration (including Exhibit A) and to secure such benefit each Owner of real property within the described property, jointly and severally and for himself, herself, their heirs, devisees, legal representatives, successors and assigns, by acceptance of a deed within the described property, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees:

6. To pay to the association the assessments and any special assessment which may or shall be levied by the association pursuant to this Declaration, including costs to cure violation of the Covenants, PUD, or rules of the HOA, against all real property owned by that person within the boundaries of the HOA.
7. To pay to the Association any special assessment and other charges which may or shall be levied by the association pursuant to this Declaration against all real property owned by that person.



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Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 13 OF 13

Machel K Allen

Notary Public

My Commission Expires: October 20, 2023

MACHEL K. ALLEN
Wyoming
Notary Public, County of Laramie
My Commission Expires
October 20, 2023