



AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

POPLAR GROVE SUBDIVISION

This *Amended and Restated Declaration Of Covenants, Conditions And Restrictions Of Poplar Grove Subdivision* ("Amended and Restated Declaration") is made this 13th day of June, 2013 by **TRUST COMPANY OF AMERICA FBO JOHN W. MUECKE** ("TCA").

RECITALS

1. This Amended and Restated Declaration constitutes covenants which shall run with, and shall be a burden and benefit to, the following lands:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 1, Poplar Grove P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2, Poplar Grove P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

Lots 1, Block 3, Poplar Grove, P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

Lots 17-19, Block 2, Poplar Grove, P.U.D. Phase Two, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in the Office of the Sheridan County Clerk.

Lots 2-9 and 21, Block 3, Poplar Grove, P.U.D. Phase Two, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in the Office of the Sheridan County Clerk.

Lot 1, Block 4, Poplar Grove, P.U.D. Phase Two, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in the Office of the Sheridan County Clerk.

Lot 2, Block 4, Poplar Grove, P.U.D. Phase Two, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in the Office of the Sheridan County Clerk.

Outlots C and F, Poplar Grove, P.U.D. Phase Two, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in the Office of the Sheridan County Clerk.

Those lands described on Exhibit 1 and incorporated by this reference.

(collectively the "Poplar Grove Subdivision" or "Subdivision")



2. Whereas, the *Declaration Of Covenants, Conditions And Restrictions Of Poplar Grove Subdivision* ("Original Declaration") was recorded by Better Living, LLC (the "Declarant") in the land records of the Sheridan County Clerk on December 4, 2007 as Document # 594138, Book 491, Page 588.
3. Whereas, the Original Declaration burdens certain tracts owned by the Declarant which were depicted on Exhibit A of the Original Declaration and referred to therein as Poplar Court, Willow Court, and Aspen Court.
4. Whereas, the Declarant platted Phase One of the Poplar Grove P.U.D. which included the following:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 1, Poplar Grove P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 2, Poplar Grove P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

Lots 1, Block 3, Poplar Grove, P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.
4. Whereas, the Declarant never platted the remaining lands depicted on Exhibit A of the Original Declaration and on or around, December 10, 2010, Wells Fargo Bank, N.A. foreclosed its mortgage on those lands. On October 4, 2012 Wells Fargo Bank, N.A. conveyed those lands to TCA pursuant to the terms of that Special Warranty Deed recorded in the lands records of the Sheridan County Clerk on October 9, 2012 as Document No. 2012-699940, Book 536, Page 668.
5. Whereas, Article IV, Section 6 of the Original Declaration provides for its amendment at any time by an instrument signed by the owners of not less than fifty one percent (51%) of the total lots within the Subdivision.
6. Whereas, as of the date of the filing of this Amended and Restated Declaration, TCA owns more than fifty one percent (51%) of the total lots within the Subdivision as depicted on Exhibit A of the Original Declaration and desires to amend and restate the covenants as described herein.

NOW, THEREFORE, TCA entirely supersedes the Original Declaration with this Amended and Restated Declaration. All of the properties described in Recital #1 above shall be held, transferred, sold, conveyed or contracted to be conveyed subject to the conditions, restrictions, reservations and covenants stated herein. Each and every covenant is for the benefit of the entire Poplar Grove Subdivision and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and each and every parcel of land therein. These covenants shall be binding on all owners of land described in Recital #1 above and their successors in this interest, regardless of how that interest is acquired. This includes, but is not limited to, adverse possessors,



lessees and purchaser at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the Poplar Grove Subdivision.

It is the intention of TCA that the lands located in the Poplar Grove Subdivision shall be developed and maintained as a highly desirable residential area. The purpose of the following covenants is to assure that the Poplar Grove Subdivision remains as a highly desirable residential area with the uses and structures permitted by these Amended and Restated Covenants.

ARTICLE I – USE AND OTHER RESTRICTIONS.

1. Except as provided herein, no re-subdivision of any lot shall be permitted.
2. All lots in the Subdivision shall be used for residential purposes only. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with the lands in this Subdivision, except the lands of this Subdivision may be used for home occupations. A home occupation use is a use (1) clearly incidental to or secondary to the residential use of the dwelling on the property; (2) carried on within the dwelling by one or more occupants of the dwelling and does not employ anyone not residing in the dwelling; (3) does not display or create outside the dwelling any exterior evidence of the operation or the home occupation; (4) does not involve the operation of a store, the sale of merchandise, the keeping of stock in trade, the use of the premises for commercial camping, commercial recreation, commercial overnight parking, or the presence of visitors or clients and/or customers; and (5) create any noise.
3. All buildings erected on any Poplar Grove P.U.D. Phase One ("Phase One") lot shall be a detached single family dwelling with attached garage or covered parking area and other outbuildings, fences, or other structures that may be approved by the Board of Directors. A single family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,000 square feet. No modular, manufactured, or mobile home buildings shall be allowed on any lot in Phase One.
4. Except as provided below, all buildings erected on any lots Poplar Grove P.U.D. Phase Two ("Phase Two") shall be a detached single family dwelling with attached garage or covered parking area and other outbuildings, fences, or other structures that may be approved by the Board of Directors, or shall be a twin-home dwelling with each side of the dwelling being a single family dwelling with attached garage or covered parking area and other outbuildings, fences, or other structures that may be approved by the Board of Directors. A single family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,000 square feet. A twin-home dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,000 square feet per dwelling unit. No modular, manufactured, or mobile home buildings shall be allowed on any lot in Blocks 2 or 3 of Phase Two.
5. It is expected that Lot 2, Block 4 of Phase Two will be utilized as a mobile home park or may eventually be resubdivided in a manner allowing for manufactured or mobile home buildings. Any manufactured or mobile home building located on Lot 2, Block 4 shall conform to the following requirements:
 - A. **Manufactured home.** A structure, transportable in one or more sections, and when erected on site, is four hundred (400) or more square feet in area, with a minimum width of twenty-four feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and



includes the plumbing, heating, air-conditioning and electrical systems contained therein. A manufactured home must be built in a factory and comply with the current United States Department of Housing and Urban Development's manufactured home construction and safety standards.

- B. **Mobile home.** A structure built in a factory, at least twelve feet in width and thirty-two feet in length, transportable in one or more sections, and having a permanent chassis. Mobile homes are designed to be used as a dwelling unit, with or without permanent foundation when connected to required utilities, and have been built after January 1, 1985. Mobile homes must comply with the United States Department of Housing and Urban Development's manufactured home construction and safety standards.
 - C. **Setbacks and clearances.** Mobile and manufactured homes shall be so located on each lot so that there shall be minimum setbacks of twenty-five feet from any building within the park, twenty-five feet from any property line adjoining a public street, twelve and one-half feet from all other property lines, and from roadways with the park. Setback requirements shall not apply to accessory structures on the respective mobile or manufactured home lot. Minimum clearances between mobile and manufactured homes shall be twenty-five feet side-to-side, twenty feet end-to-end, twenty feet side-to-side, and twenty feet when units are located at other than right angles to the roadway or to adjoining units. Minimum clearance between accessory structures attached to or adjoining mobile and manufactured homes and adjacent mobile and manufactured homes, or accessory structures on the adjoining mobile or manufactured home space shall be ten feet.
- 6. It is also expected that the unplatted lands described on Exhibit 1 will eventually be platted in a manner allowing for detached single family dwellings with attached garage or covered parking area and other outbuildings, fences, or other structures that may be approved by the Board of Directors, twin-home dwellings with each side of the dwelling being a single family dwelling with attached garage or covered parking area and other outbuildings, fences, or other structures that may be approved by the Board of Directors. A single family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,000 square feet. A twin-home dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of 1,000 square feet per dwelling unit. No modular, manufactured, or mobile home buildings shall be allowed on any lot created on the lands described in Exhibit 1.
 - 7. Notwithstanding any other provisions of this Amended and Restated Declaration, TCA shall be entitled to make any use of Lot 1, Block 4 of Phase Two which is permitted by applicable zoning regulations provided that any improvement to such lot shall comply with all architectural requirements set forth herein.
 - 8. The following activities, uses and practices by the owner of any Subdivision lot are prohibited and inconsistent with the purpose of these Covenants:
 - A. The construction or placement of any buildings, camping accommodations, modular, manufactured or mobile homes (except as allowed pursuant to paragraphs 5 above) billboards, water impoundments, roads or vehicle trails, or other structures. Nothing in this paragraph 8.A. shall be construed to prohibit the placement of a single utility shed on any lot.
 - B. Surface owner's exploration for or extraction of minerals, oil, gas or other hydrocarbons, soils, sands, gravel, rock or other minerals on or below the surface.
 - C. The use of all terrain vehicles, except for maintenance as approved by the Board of Directors.



- D. The dumping or disposal of toxic or hazardous materials, used tires, oil tanks and barrels, or automobiles, motorcycles, all terrain vehicles, recreational vehicles of any kind, fireplace ashes, used oil, animal waste or carcasses, etc.
 - E. Any change in the topography, through the placement therein of soil, land fill, dredging spoils, or other materials, except as incidental and necessary to the activities permitted herein.
- 9. Only new construction shall be permitted for all buildings and residences in the Subdivision, and such construction shall be of good quality and appearance and the exterior design shall harmonize with the existing structures and setting of the area as approved by the Board of Directors. Detailed plans shall be submitted to the Board of Directors for approval for all construction, additions and modifications of any residences, outbuildings, fences, or other structures. Compliance and obtaining Board of Directors approval shall be done in accordance with additional provisions of these covenants.
 - 10. It shall be the responsibility of the owner of any Subdivision lot to provide, plant, and maintain trees at the minimum ratio of two trees for each Subdivision lot. Minimum size of trees at time of planting shall be one and one-half caliper for deciduous trees and twenty-four inch height above ground level for evergreen trees. Dead trees shall be replaced within one year.
 - 11. All lots shall have underground sprinkler systems installed in the front yard of each residence at the time of construction of the residence on the lot.
 - 12. All lots shall have a landscaped yard at the front of the lot with a minimum of 70% of that yard covered in grass ground cover that shall be properly maintained and mowed by the lot owner. Such landscaping shall be completed within one growing season of construction of the residence on the lot.
 - 13. All lots shall have concrete paved driveways and/or parking pads at the time of construction of the residence on the lot.
 - 14. No structure of a temporary character, a trailer, tent, garage, barn or other temporary type structure shall be built or moved onto any lot at any time or used as residence or other building either temporarily or permanently, with the sole exception of a temporary contractor's shed and/or trailer and temporary sanitary facilities may be erected and used during the period of construction. Provided, however, recreational vehicles owned by the landowner may be stored on the premises in an outbuilding or other enclosed structure which plans for construction have been approved by the Board of Directors and constructed in accordance to these covenants.
 - 15. Residences, outbuildings, fences, walls, exterior lighting facilities, or other structures may be constructed, replaced or altered on any lot within the Subdivision only after the plans and specifications showing the location of the structure and the plans and specification for construction or alteration have been approved by the Board of Directors as to the quality of workmanship and materials, harmony of colors to blend with the surrounding area and harmony of external design with the existing structure and/or location with respect to topography, finished grade, elevation and compliance with the covenants herein. Specifically disallowing bright, shiny metallic-type external finish and metal siding.
 - 16. A purchaser of any lot within the Subdivision shall complete exterior construction within one hundred eighty (180) days after commencement thereof unless the Board of Directors agrees to an extension of 180 days and if completion of the exterior goes beyond the 180 days or any extension granted by the Board of Directors; the Board of Directors shall have the right to retake possession of the premises and pay the purchaser the original purchase price for the lot plus fifty percent (50%) of the actual construction cost of any improvements thereon, less either the reasonable cost of removal of such construction, backfill, foundations or any other work



- required to return the lot to the original condition or the reasonable cost of completion of such construction, whichever shall be the lesser amount.
17. All exterior finish shall be of wood, stone, brick or other type of exterior finish of good quality as determined by the Board of Directors and painted surfaces shall be of earth tones and the exterior painted surfaces shall be the same color as the attached twin home. Earth tone stucco or similar type materials shall be allowed, white is not considered an earth tone color. Soffit, facie and trim may be of other materials as determined by the Board of Directors but shall exclude bright, shiny metallic-type external finish.
 18. There shall be a minimum of twenty (20) square feet of masonry of either rock or brick on the front of each residence, except those residences which are ultimately constructed on Lot 2, Block 4 of Phase Two.
 19. Yard fences may be of any type as shall be approved by the Board of Directors.
 20. Chimneys shall be of stone or brick or natural color. No metal chimneys shall be allowed. All chimneys, flues, fireplaces, including outdoor fireplaces or facility of any type, designed to contain a fire must be installed with a spark retardant screen designed to contain sparks that may cause fire outside its confines. Any material used for burning in any fireplace, woodstove or any other type of heating stove or facility must be stored such that it is not visible from the front of the building and does not extend in front of the residence unless approved by the Board of Directors.
 21. Roofs shall be of earth tones, black or dark charcoal gray in color and be of asphalt shingles, cedar shakes, and cement or other such material as may be approved by the Board of Directors.
 22. No building material shall be stored on any lot for a period of longer than thirty (30) days unless substantial construction is actually in progress.
 23. All areas disturbed by construction shall be returned to natural conditions and replanted within one growing season with suitable ground cover.
 24. All front yards shall be planted and landscaped within one growing season of completion of construction.
 25. All lands, buildings, structures, fences and other improvements shall always be maintained and kept in good repair.
 26. No junk, rubbish, trash, garbage, discarded furniture or other waste shall be located at any time on any portions of the lands, buildings, structures, fences and other improvements visible to other subdivision homeowners to other subdivision homeowners or the public.
 27. Basketball boards or other sporting equipment shall be attached to the house, garage or other building and not supported on separate posts unless no part thereof extends in front of the rear line of the residence, such equipment shall not be visible from the front of the residence unless approved by the Board of Directors.
 28. No junk, inoperable or unlicensed automobiles, mechanized vehicles of any type, trailer, boat, camper or other recreational type vehicle, farm machinery or stock trailers shall be situated or parked on any lot in the Subdivision for more than seven (7) consecutive days, nor more than twenty-eight (28) days within any calendar year, unless such vehicle or equipment or implement is enclosed in a garage or other outbuilding. No mechanical repair may take place outside an enclosed building. No gasoline or other type of fuel, including propane, shall be stored in bulk tanks or containers on any lot.
 29. No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such trash, garbage or other waste shall be kept in sanitary containers which are to be housed within enclosures and all containers shall be secure against spilling and shall be removed to a public land fill at time of disposal. The burning of garbage or trash in incinerators or by any other means is prohibited.



30. Homeowners shall be required to take all measures necessary to eliminate noxious weeds at their own expense and comply with all local, state and federal regulations. The definition of noxious weed shall be that imposed by the Sheridan County Weed and Pest Control, and/or the Board of Directors.
31. No noxious or offensive activities shall be carried on within the Subdivision or upon any lot at any time, nor shall anything be done which may constitute an annoyance or nuisance to any other owner within the Subdivision. The Board of Directors shall determine whether any use is an annoyance or nuisance.
32. There shall be no hunting, discharge of firearms, archery hunting, or fireworks in the Subdivision. There shall be no trapping of any kind unless approved by the Board of Directors.
33. No birds, dogs, cats, pets, poultry, rabbits, llamas, animals or livestock of any type shall be raised, bred, or kept for any commercial purpose on any Subdivision lot.
34. Llamas, goats, swine, horses, cattle, donkeys, bulls, sheep, ostrich, emus, poultry and rabbits are expressly forbidden and none shall be kept at any time on any Subdivision lot for any purpose.
35. Any dog, cat or other pet which may be kept in the Subdivision shall not become a nuisance. No pet shall at any time be permitted to run at large, and all pets shall be kept either in the dwelling or in an approved enclosure unless under the direct and immediate control of the owner.
36. All motorcycles and motorcycle type of transportation, including but not limited to motorbikes, trail bikes, any all terrain vehicles, as well as all snow machines, recreational vehicles, trucks, pick-ups, automobiles and vehicles of any kind shall comply with legal licensing requirements both at to the vehicle and the driver or operator thereof, shall comply with and obey all laws, rules and regulations of the State of Wyoming and the County of Sheridan relating to ownership, licensing, operation and use of the foregoing means of transportation, whether on public roads or on individually owned lots.
37. All motorcycles and motorcycle type of transportation, including but not limited to motorbikes, trail bikes, and any and all terrain vehicles, as well as all snow machines, recreational vehicles of any kind shall be used only to enter and exit from the public roads to Subdivision lots. It is strictly prohibited to operate any of the foregoing means of transportation in any unsafe, noisy or offensive manner on or in the Subdivision and operation thereof shall be limited to only ingress and egress as stated above. In addition, all vehicles of any kind shall be operated at a noise level which is at least as quiet as factory noise level. No vehicles of any kind shall be allowed on the walking paths or in the common areas except in the case of needed maintenance and/or repair as approved by the Board of Directors.
38. All costs incurred for maintenance, recreation easements and areas, fences or common ground in the Subdivision shall be shared by the Subdivision lot owners on an equal pro-rata basis, or upon a ratio to be agreed upon by the Board of Directors.
39. Any and all utilities placed within the Subdivision shall be underground.
40. Any swimming pools with the exception of children's wading pools not exceeding eight feet in diameter, tennis courts or other outdoor recreational facilities which are to be constructed or located in the Subdivision shall have prior approval as to design and location from the Board of Directors.
41. No permanent clothes line posts will be erected on any of the lots. Any clothes line posts or poles shall be of the removable type and shall be enclosed or screened from view on all sides as approved by the Board of Directors.
42. No television or other communication towers or structures including satellite dishes exceeding two and one-half (2.5) feet in diameter shall be placed in front of the dwelling or in front of the rear line of the dwelling and shall be enclosed or screened from view. Any such tower or

structure that exceed three (3) feet above the building roof line shall be first approved by the Board of Directors.

43. No outside illumination equipment, fixtures or yard lights detached from the residence, garage or other building shall be constructed unless attached to a post or pole which shall not exceed eight (8) feet in height and which post or pole shall conform to the general architectural plan of the dwelling and shall be first approved by the Board of Directors. All connections for such detached illumination shall be underground.
44. Excavation for stone, gravel or earth on any lot is prohibited. Excavation for construction purposes is permitted, but only after construction has commenced and during the construction period.
45. No flood irrigation shall be used within the Subdivision.

ARTICLE II – ASSOCIATION

1. "Association" shall mean and refer to the Poplar Grove Homeowners Association, Inc., a Wyoming nonprofit corporation, its successors and assigns. Members of the Association shall be TCA and the owners of lots in the Subdivision.
2. The Association shall be governed by a Board of Directors who shall have the right and power to adopt such rules and regulations as they shall determine from time to time to regulate and govern the use of, and construction of improvements on, the Subdivision. Such rules and regulations may include the imposition of reasonable fines, fees, and assessments (including attorney's fees incurred in collection of the same).
3. The Association shall be governed by this Amended and Restated Declaration, as well as the Articles of Incorporation and the bylaws of the Association.
4. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot. Membership shall pass by operation of law upon the sale of any lot, which sale may be by deed or by installment land contract.
5. Until such time as TCA has sold 80% of the buildable area within the Subdivision, TCA shall, in its sole discretions, be entitled to appoint, remove, and replace all Board of Directors. Once 80% of the buildable areas within the Subdivision has been platted and sold by TCA, each Member shall be entitled to one vote per lot and the Members shall then elect three (3) Members to the Board of Directors. These members shall serve one (1) year terms with elections to be held annually following the date of the first election. Upon the death or resignation of any lot owner on the Board, the remaining members of the Board shall have the authority to designate a successor from the lot owners who shall remain on the board until the next election.
6. Elections to the Board of Directors shall be held at the annual meeting. Notice of the meeting shall be mailed to all property owners within the Subdivision at the address given to the Board secretary.
7. The members of the Board shall elect a chairman who may also serve as secretary unless another member shall be designated as such. In any event, the secretary shall keep a minute record of all proceedings and actions taken by the Board and shall be responsible for all correspondence.
8. Meetings of the Board may be called at any time by the chairman as required to transact any business, and the Board may formulate its own rules and regulations for the calling of such meetings and conduct of its business.



9. Upon the purchase of a lot, the purchaser shall be provided with the names of the members of the Board of Directors.
10. The Board of Directors shall have the obligation of providing for the care, operation, management, maintenance, repair and replacement of common easements, recreation easements and areas, fences or common ground in the Subdivision. Without limiting the generality of the foregoing, said obligations shall include the keeping of such common easements and improvements thereon in good, clean, attractive, sanitary condition, order, repair, and desirable condition and making necessary and desirable alterations, additions, betterment, and improvement to or on the common easements.
11. The Board of Directors shall have the right to make and enforce reasonable and uniformly applied rules and regulations governing the use of the easements and Subdivision common property to assure equitable use and enjoyment by all persons of the Subdivision.
12. Prior to construction on any lot in the Subdivision or any other matter designated for approval by the Board of Directors, the owner of said lot must submit detailed plans to the Board of Directors, which plans shall include the following: (a) finished grades; (b) finished floor elevations; (c) floor plans; (d) roof plans; (e) site location plat; (f) all four exterior elevations and (g) exterior colors.
13. Within thirty (30) days after receiving the plans and specifications for such construction or other matter, the Board shall either approve or disapprove the plans and specifications which approval or disapproval shall be in writing.
14. In the event the Board fails to approve or disapprove within such period of time after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been communicated prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.
15. If the plans shall be rejected by the Board because of noncompliance with the covenants and restrictions, the reason therefore shall be stated.
16. The person submitting the plans shall have the right to make application to the Board for review of its decision and may request a variance from the restrictions.
17. In the event the Board approves preliminary plans and specifications, prior to construction, final plans and specifications shall be submitted to the Board of Directors in detailed form, to assure conformance of the final plans and specifications to the preliminary plans and specifications.

ARTICLE III – ASSESSMENT

1. The owner(s) of any lot or lots shall be obligated to pay and shall pay unto the Board of Directors the overhead assessment for maintenance and repair of all of the common easements, areas, fences, and recreation facilities. The assessment shall be determined by dividing the costs equally between the owners of each lot unless another assessment plan is approved by the Board for specific assessments.
2. The Board of Directors shall have the power and authority to determine all matters in connection with assessments, including the power and authority to determine where, when and how assessments shall be paid to the Board and each lot owner shall be required to comply with any such determination.
3. The amount of the assessment or any other amount payable with respect to any lot shall become due and payable thirty (30) days after written notice by the Board of Directors to such lot owner or at such later time as may be specified by the Board. Any amount shall bear interest at the rate of eighteen per cent (18%) annum from the date due and payable.



4. The Board shall have a lien against each lot in order to secure the payment of any assessment plus interest from the date due and payable, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner of foreclosures of real estate mortgages in the State of Wyoming.
5. In its sole discretion, the Board of Directors may undertake substantial improvements in the common easements and areas within the Subdivision.

ARTICLE IV – GENERAL PROVISIONS

1. The Board of Directors shall have the authority to determine compliance with the covenants contained herein, and allocate and assess the costs for improvement, maintenance and repair of easements, and other areas designated for common use to the lot owners. Upon the violations of any covenant or upon the failure to pay any assessments, a written notice of such violation or failure shall be directed to the violator who shall then have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due.
2. If said violation is not so corrected or payment is not made, the Board of Directors may re-enter and take possession of the violator's premises and/or correct the violation and charge all costs of such correction to the Owner.
3. In addition, liquidated damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sum due, or to enjoin the violation of any of the covenants contained herein, the violator, in addition to any of the other penalties assessed by the Court, shall be liable for all attorney's fees and costs incurred by the Board of Directors in bringing such action. Nothing in this provision shall act to impair an individual owner from bringing suit to enforce compliance or enjoin any violation to these covenants; the violator shall be liable for all attorney's fees and costs incurred by such individual owner in bringing such action.
4. Invalidity of any one of these covenants or restrictions by Judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.
5. The covenants and restrictions of this Amended and Restated Declaration shall run with, and be binding upon, the land for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall automatically be extended for successive period of ten (10) years unless an instrument revoking the covenants signed by the owners of not less than fifty one percent (51%) of the total lots within the Subdivision is recorded in the land records.
6. Until such time as TCA has sold 80% of the buildable area within the Subdivision, TCA shall, in its sole discretions, be entitled to amend this Amended and Restated Declaration. Once TCA has sold 80% of the buildable area within the Subdivision, this Amended and Restated Declaration may be amended at any time by an instrument signed by the owners of not less than fifty one percent (51%) of the total lots within the Subdivision. All such amendments shall be recorded in the offices of the County Clerk of Sheridan County, Wyoming.
7. This Amended and Restated Declaration shall be binding upon and shall inure to the benefit of the Board of Directors and each owner, and the heirs, personal representatives, successors and assigns of each of them.

[Signature on next page]



IN WITNESS WHEREOF, the TCA has executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Poplar Grove Planned Unit Development Subdivision this ____ day of _____, 2013.

TRUST COMPANY OF AMERICA

FBO JOHN W. MUECKE

By: [Signature]

Title: INVESTMENT MANAGING REPRESENTATIVE

State of COLORADO)
)ss
 County of ARAPAHOE)

The foregoing instrument was acknowledged before me by C MAGADON, who is the IN U. FAC. REP of **TRUST COMPANY OF AMERICA FBO JOHN W. MUECKE**, this 13 day of JUNE, 2013.

Witness my hand and official seal.

[Signature: Denise Courtney]
 Notary Public

My Commission Expires: 8-26-2013

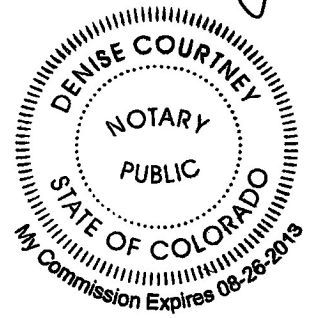


EXHIBIT 1

A tract of land located in the NW¼ of Section 23, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, said tract being more particularly described as follows:

Commencing at the north quarter corner of said Section 23; thence S02°02'26"W, 1329.44 feet to the POINT OF BEGINNING of said tract, said point lying on the centerline of Skeel Street (also known as County Road No. 121); thence S00°19'56"E, 656.14 feet along said centerline to a point; thence S36°17' 17"W, 544.62 feet along said centerline to a point, said point being the northeast corner of Sheridan Industrial Park, Phase 1 to the City of Sheridan, Sheridan County, Wyoming; thence N71°59'27"W, 36.86 feet along the north line of said Sheridan Industrial Park, Phase 1 to a point, said point being the northeast corner of Lot 1, Block 2; Sheridan Industrial Park, Phase 1; thence N76°15'17"W, 404.98 feet along said north line of Sheridan Industrial Park, Phase 1 to a point, said point being the northwest corner of Lot 2, Block 2, Sheridan Industrial Park, Phase 1; thence S79°44'29"W, 353.02 feet to a point; thence S78°25'44"W, 20.23 feet to a point, said point lying on the centerline of Grinnell Ditch; thence N20°17'30"W, 311.17 feet along said centerline of Grinnell Ditch to a point; thence N37°32'45"W, 618.53 feet along said centerline of Grinnell Ditch to a point; thence N25°57'32"W, 280.38 feet along said centerline of Grinnell Ditch to a point, said point being the northwest corner of a tract of land recorded in Book 189 of Deeds, Page 147; thence N89°49'17"E, 425.30 feet along the north line of said tract recorded in Book 189 of Deeds, Page 147 to a point, said point being the northeast corner of said tract recorded in Book 189, of Deeds, Page 147; thence N89°10'19"E, 1296.57 feet to the POINT OF BEGINNING of said tract.

LESS AND EXCEPT all of Poplar Grove, P.U.D., Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk.

LESS AND EXCEPT all of Poplar Grove, P.U.D., Phase Two, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in the Office of the Sheridan County Clerk.

AND LESS AND EXCEPT those lands shown on that Quitclaim Deed to the City of Sheridan recorded September 2, 2008 in Book 488 of Deeds, Page 356.

AND LESS AND EXCEPT Aspen Trail and Poplar Trail as described in the plat of Poplar Grove, P.U.D. Phase One, a subdivision to the City of Sheridan, Sheridan County, Wyoming, as recorded in Drawer P, Plat Number 82, in the Office of the Sheridan County Clerk