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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
OF ANDREW RIDGE ESTATES**

This *Declaration of Protective Covenants, Conditions and Restrictions of Andrew Ridge Estates* are made on the date hereinafter set forth by Jerry A. Johnson and Kristina D. Johnson ("Declarants").

A. RECITALS.

I. Declarants are the owners of certain real property located in the County of Albany, State of Wyoming, described as the Andrew Ridge Estates in the Record of Survey Map of Andrew Ridge Estates, filed on December 3, 2007, as Document 2007-9097 with the Albany County Clerk and Ex-Officio Register of Deeds, State of Wyoming (the "Land Survey Map").

II. The lands embraced within Andrew Ridge Estates and within the terms and provisions of this Declaration are fully set forth and described on the Land Survey Map, with an overall description as follows:

A portion of Sections 28 and 29, Township 16 North, Range 74 West, 6th P.M., Albany County, Wyoming, described as:

BEGINNING at the Northeast corner of said Section 28, said point being a found GLO sandstone; Thence S00°37'19"W 2046.93 feet along the East line of said Section 28 to a set 1.5 inch aluminum cap stamped PE/LS 4259 (hereafter referred to as set cap) on the Northerly line of the Union Pacific Railroad right-of-way;

Thence the following three (3) courses along said Union Pacific Railroad right-of-way:
N85°03'13"W 2839.97 feet to a set cap at a point of curvature;
373.04 feet along a 2033.00 feet radius curve to the left, said curve having a central angle of 10°30'48", and a chord bearing S89°41'23"W 372.52 feet to a set cap at the point of tangency;
S84°25'59"W 2362.51 feet to a set cap on the Easterly line of Herrick Lane right-of-way;

Thence N25°55'09"W 2311.08 feet along said Herrick Lane right-of-way to a found standard highway monument on the North line of said Section 29;
Thence N89°24'04"E 1293.96 feet along the North line of said Section 29 to the Northwest corner of said Section 28, said point being a found 6 inch by 5 inch GLO sandstone;
Thence N87°39'04"E 2643.62 feet along the North line of said Section 28 to the North 1/4 corner of said Section 28, said point being a found 3.25 inch aluminum cap stamped LS 575;
Thence S86°23'13"E 2655.66 feet along the North line of said Section 28 to the Point of Beginning.

Said area contains 281.00 acres, more or less, and is subject to all easements, restrictions, and rights-of-way of record.

The basis of bearings is S00°36'17"W between the Northwest corner of said Section 28, being a found 6"X5" GLO sandstone and the Southwest corner of said Section 28, being a found 2.5" aluminum cap stamped PE/LS 686.

III. These Covenants, Conditions, and Restrictions are adopted for the development and protection of the Andrew Ridge Estates.

B. COVENANTS.

ARTICLE ONE: PURPOSE AND OBJECTIVE

1.01 The purpose of these Covenants is to enhance and protect the value, attractiveness, and desirability of the lots, parcels, or tracts in Andrew Ridge Estates and to preserve their present natural beauty and setting. To that end, Declarants hereby declare that Andrew Ridge Estates and each part of the property thereof shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part of the property, their heirs, successors, and assigns, and shall inure to the benefit of each owner the property.

1.02 No provision contained herein, nor any amendment hereto, shall be construed to prevent or limit Declarants' rights to complete development of the property or construction of improvements thereon.

ARTICLE TWO: DEFINITIONS

Unless otherwise specified herein, the following words and phrases used herein shall have the following meanings:

2.01 "Andrew Ridge Estates" means the lands described in the Land Survey Map and more particularly described as set forth in Paragraph II of the Recitals herein.

2.02 "Declarants" means Jerry A. Johnson and Kristina D. Johnson, their respective heirs and assigns.

2.03 "Approving Agent" means the Declarants or a person duly appointed by Declarants.

2.04 "Detached Dwelling" means a building and related structures customarily appurtenant to the primary residence. It shall not mean or include any apartment, multi-family dwelling, lodging or room house, or hotel.

2.05 "Parcel" means a platted parcel of land or any other lot, tract, or division of land within Andrew Ridge Estates, including but not limited to those parcels depicted and identified in the Land Survey Map.

2.06 "Owner" means and refers to the owner of record, whether one or more persons or entities, of any dwelling unit, lot, parcel, or tract. The foregoing does not include persons or entities which

hold an interest in a dwelling unit merely as security for the performance of an obligation, or a lessee or tenant.

2.07 "Covenants" means this *Declaration of Protective Covenants, Conditions, and Restrictions of Andrew Ridge Estates*, as may be amended from time to time.

ARTICLE THREE: ARCHITECTURAL CONTROL COMMITTEE

3.01 *Initial Committee.* The initial Architectural Control Committee (ACC) shall consist of Declarants and one designee of their choice. They or their replacements, as provided below, shall remain members of the ACC until all of the Parcels in Andrew Ridge Estates have been sold and an Andrew Ridge Estates Homeowners' Association has been created and the board of directors of the Andrew Ridge Estates Homeowners' Association (HOA) assumes responsibility for the membership and conduct of the ACC as an exercise of its General Powers under the HOA Bylaws. If any member shall withdraw from the ACC before the HOA exercises control, a replacement member shall be elected by the remaining members. If any member shall withdraw from the ACC after the HOA assumes responsibility for the ACC, then a replacement member shall be selected by procedures enacted by the HOA as an exercise of its General Powers.

3.02 *Approval by ACC.* No building of any type shall be erected, placed or altered on any Parcel until it has been approved by the ACC and the appropriate regulatory authority of Albany County, Wyoming. A plan must be submitted for approval at least thirty days in advance of any planned construction, including any foundation thereof.

3.03 *Variances.* The ACC shall have full power and authority to grant a variance from the covenants in order to prevent undue hardship to any residential parcel owner. The variance, if granted, shall not violate the appearance of the area or development of the general plan of these covenants.

3.04 *Time Within Which to Approve.* No buildings shall be erected, placed or altered on any parcel until the building plans, specifications and plot plan, showing the location thereof, have been approved in writing by the ACC. In the event the ACC, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within sixty (60) days from the commencement of construction which is defined as the date of the pouring of footings, such approval will not be required and this covenant will be deemed to have been fully complied with.

ARTICLE FOUR: RESTRICTION ON USES

4.01 *Residential Use.* The Parcels of Andrew Ridge Estates are hereby restricted to residential uses and it is intended that the Parcels shall be used as a residence for a single family, occupied as small ranches or ranchettes; provided however, that business uses are permitted on the Parcels so long as the business use does not require change in or variance of the residential zone and land use classification, and the business use is contained out of view of neighboring parcel Owners.

4.02 *Dwellings.* Upon each Parcel, there may be erected one private dwelling house together with such structures and outbuildings as are customarily appurtenant to a single-family residence, such as a private garage, guest house, barn or workshop. Detached dwellings shall not exceed three (3) in number. All buildings and structures other than gateways shall be located within two (2) contiguous acres.

4.03 *Outbuildings.* All outbuildings and detached dwellings must be constructed with a similar design and with similar colors schemes to the primary dwelling. All outbuildings and detached dwellings will be limited in size as follows: No Parcel shall have more than a total of 15,000 square feet of outbuildings and detached dwellings, and no outbuilding or detached dwelling shall exceed thirty-two (32) feet in height.

4.04 *Modular Structures.* No modular, mobile home, trailer, or any structure of a temporary character shall be used on any Parcel either temporarily or permanently. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and/or selling dwellings; provided the temporary structure is present for no more than eighteen months and that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time. Temporary stays in recreational tents, motor homes or campers by Owners or Owner's guests are permitted, provided that no temporary stay shall exceed thirty (30) days in duration.

4.05 *Minimum Square Footage.* The residential dwelling constructed on each lot shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of twelve hundred (1,200) square feet; except that where the said principal dwelling is a one and one-half or two story dwelling, the minimum may be reduced to one thousand (1,000) square feet of ground floor area, provided that the total living area of the one and one-half or two stories is not less than one thousand five hundred (1,500) square feet.

4.06 *Maximum Building Height.* The maximum building height of any structure shall not exceed thirty-two (32) feet. All heights shall be measured at any cross section of the structure from the undisturbed original grade to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but excluding solar collectors, shall be excluded in determining the maximum height.

4.07 *Exterior Appearance.* Siding of any structures shall be of wood grained metal siding, wood clapboard, log, stucco, brick or a combination of those materials. The exterior color of all structures shall be approved by the ACC.

4.08 *Roofs.* All roofs shall be rustic, of earth colored tile, or shingles or shake, or similarly appearing. Metal roofs are prohibited except metal roofs which are coated or lined with an earth colored

material and so as to prevent reflection. Roofing material must be approved by the ACC.

4.09 *Solar Collectors.* Solar collectors are permitted but must be attached to the roof of the primary dwelling or outbuildings and the solar collector(s) must blend with the roof line to the greatest extent possible. No freestanding collectors are permitted.

4.10 *Satellite Dishes.* Satellite dishes are permitted but must measure no more than four (4) feet in diameter. Satellite dishes, which are not attached to a dwelling or are free standing are not permitted.

4.11 *Vehicles and Equipment.* No recreation vehicles, including but not limited to motor homes, campers, ATVs, and snowmachines, shall be stored on the Parcel unless enclosed in a garage, storage building, or surrounded by at least a six (6) foot privacy fence area contained within the two (2) contiguous acres for buildings and structures, and otherwise out of view of neighbors and roads. All machinery and equipment, except that being currently used for construction purposes, must be stored out of view of neighbors and roads. Only three (3) operating cars may be parked in view of neighbors and roads on a regular basis.

4.12 *Fencing.* Any fencing erected is subject to the approval of the ACC. No cross fencing of Parcels shall be permitted.

4.13 *Set Back.* No dwelling, detached dwelling, or outbuilding shall be located on any Parcel nearer than one hundred and fifty (150) feet from the boundary line of the property.

4.14 *Quiet Enjoyment of Property.* No business or activity of a noxious nature may be conducted upon any Parcel nor shall any activity be permitted on any Parcel, which may be or may become a nuisance or annoyance to the neighbors.

4.15 *Septic Tanks.* Sewage shall be disposed of only by and through public sewage system or a septic system of adequate dimensions and capacity and of a type approved by an agency of the State of Wyoming or its political subdivisions having jurisdiction over the same. No septic tank or field system shall be closer than sixty feet to the Owner's property boundary, and no sewage, waste water, trash, garbage or other debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the above-described real property. No outside toilets or privies shall be permitted on any Parcel. All toilet facilities must be a part of a residence or garage and shall be of a modern flush-type and connected with a public sewage system or proper septic system.

4.16 *Trash and Dumping.* No Parcel shall be used or maintained as a dumping ground for rubbish, junk, trash, junk cars, unlicensed cars, discarded appliances, pipe, wire, lumber, garbage or other waste of whatever description. No trash, garbage and other waste shall be kept upon any portion of the above-described real property except in sanitary containers; all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view of all neighbors and all roadways. The burning of waste or refuse on the property is prohibited. No incinerators shall be constructed or installed on any Parcel.

4.17 *Maintenance.* The entire Parcel including improvements thereon, shall be kept and maintained by the Owner and all occupants in a clean, safe, attractive and sightly condition and in good repair. No scrap lumber, clippings, waste, metals, bulk materials, refuse, trash, or debris shall be kept upon the Parcel. Building materials shall be neatly stacked and covered so as not to be visible from the road. Firewood and posts will be neatly stacked.

4.18 *Signs.* No signs or billboards of any kind shall be displayed without the approval of the ACC, except: (a) A sign disclosing the name of Owner; (b) Signs as may be required by legal proceedings; (c) Signs used by Declarants in connection with the development of the real property or sale of Parcels; or (d) Signs indicating that a dwelling or Parcel is for sale. No sign shall exceed five (5) square feet except signs placed upon the property by Declarants used in connection with marketing the property. Only one sign per Parcel shall be allowed. No outdoor signs for business uses shall be permitted.

4.19 *Animals.* Owners must keep animals in a manner so as to avoid causing a nuisance to other property owners and with the following restrictions:

- (a) Each Parcel Owner may maintain upon his or her property no more than five (5) horses or transportation animals, or, in lieu of horses or transportation animals, four (4) head of cattle. In no event shall there be more than five (5) grazing animals on a Parcel at one time. Prior to maintaining grazing animals on any Parcel the Owner shall have a grazing plan approved by the ACC.
- (b) All Swine and Poultry must be confined within the two (2) contiguous acres. Prior to maintaining any swine or poultry on any Parcel the Owner shall submit a plan to the HOA for approval. In the event that a HOA is not yet in existence the Owner shall submit the plan to the Declarants or Approving Agent for approval.
- (c) All persons keeping livestock or pets in Andrew Ridge Estates shall be strictly responsible for insuring that they are kept within their own Parcels. Any animals allowed to stray or wander beyond an Owner's boundary shall be subject to confiscation and the owner held liable for any costs or damages sustained in connection with such animal; and
- (d) Owner may maintain generally recognized domestic indoor animal pets. Owner may maintain a maximum of four domestic indoor animal pets.

4.20 *Removal of Animals.* Declarants or the HOA shall have the right to order removal of any animal(s) deemed objectionable or a nuisance.

4.21 *Drainage.* All drainage from Parcels, dwelling units, and driveways shall be directed toward existing water drainage courses.

4.22 *Water Features.* Owner may enhance already existing water features on his or her Parcel but only in a manner, which does not create a nuisance or disrupt the water usage of other Owners.

4.23 *Removal of Materials.* Earth or gravel shall not be removed from the surface of any Parcel except for improvement or leveling on the Parcel involved.

4.24 *Noxious Activity.* No noxious activity, lights, sounds or odors shall be carried on upon any Parcel, including but not limited to the following:

- (a) Owner shall install night lighting, which does not disrupt the dark skies over Andrew Ridge Estates. No lights shall be emitted from the property which is unreasonably bright or causes unreasonable glare, or which casts upon the property of another. All

yard or area lighting shall be shielded and face downward, away from neighboring properties and roads.

- (b) No sound shall be emitted from any Parcel, which is unreasonably loud or annoying. The Parcel sizes are established and the set back distances have been fixed so as to limit the likelihood of occupants of one Parcel bothering the occupants of another Parcel. So far as reasonably possible, each occupant will curtail noisy activities so as to be relatively inaudible to the neighbors.

4.25 *Mineral Extraction Activities.* No derrick or other structure for use in boring for oil or natural gas or other mining operation may be erected, placed or permitted on any Parcel, nor shall any oil, gas, petroleum or other hydrocarbon minerals be produced or extracted there from, nor shall any other mining or commercial or exploitative operation be conducted on any Parcel which interferes in any way with the peace and tranquility and primitive character of the neighborhood.

4.26 *Towers and Antennas.* No radio tower, television tower, cell phone tower, or beacon or any other visible construction as high as the treetops for any purpose whatsoever, shall be erected or permitted on any Parcel. No antenna for private personal use, which is higher than the roofline of the primary residence, shall be permitted.

4.27 *Power and Telephone Lines.* All electrical service and telephone lines not already in existence at the time of the execution of these Covenants shall be placed underground.

4.28 *Obligation to Conceal from View.* Any tanks (for the storage of water, oil, petroleum, or other fluids), pumps, solar devices, chimney flues, hot tub pumps, satellite dishes, or any other mechanical equipment must be aesthetically concealed from view on all sides and shall be shielded in a manner so as to minimize visibility and noise. No elevated tanks of any kind shall be erected, placed or permitted on any Parcel unless they are housed in a manner consistent with these covenants.

4.29 *Landscaping and Trees.* In order to enhance the long-term value, appearance and enjoyment of the lands subject to these covenants, it is the plan for the property that trees be planted on the Parcels. Trees are to be planted in accordance with the recommendations of the Natural Resource Conservation District, equivalent agency, or consulting service as to spacing, placement and type. Each Parcel owner shall plant at least two (2) trees a year for ten (10) years unless the Natural Resource Conservation District, equivalent agency, or consulting service determines that the soil and or terrain of the Parcel will not support trees.

4.30 *Restoration of Site.* Upon completion of any construction on any Parcel, the Owner shall restore any portion of any Parcel disturbed to at least its pre-construction condition.

ARTICLE FIVE: GENERAL PROVISIONS

5.01 *Assessments.* Grantor or a majority of the owners of Parcels within the Andrew Ridge Estates shall have the right to form an unincorporated or incorporated homeowners' association for the purpose of, including but not limited to, assessing costs for the maintenance and improvements of common roads. The Homeowners' Association shall fix the amount of the assessment for the cost of:

- (a) Maintenance, upkeep, operation and management of the common roads within the subdivision. Costs shall not be assessed for the cost of maintaining roads used only for the benefit of a Parcel Owner;
- (b) Maintenance, upkeep, operation and management of any common areas;
- (c) Maintenance, upkeep and management of easements;
- (d) Taxes and special governmental assessments and insurance costs (if any) assessed against or for the common areas; and/or
- (e) Cost of enforcing and obtaining compliance with these provisions.

If and when the Homeowners' Association is formed, all Parcel owners, inclusive of Declarants for any unsold Parcels, shall automatically become members of the Homeowners' Association and shall be bound by the terms and conditions of this Declaration, the articles and bylaws of the association, and such rules and regulations as may be promulgated and adopted by the association under the articles and bylaws.

Cost of maintenance for the interior (non-county) common roads shown on the Land Map Survey shall be apportioned among the Parcel Owners on a pro-rata basis with the Declarants assuming their pro-rata share based upon their unsold Parcels.

5.02 *Interest on Assessments.* Assessments not timely paid within thirty (30) days after billed by the Homeowners Association shall accrue interest thereafter until paid at the rate of 1% above the prevailing rate of interest charged by the First National Bank of Wyoming, Laramie Branch, Wyoming.

5.03 *Assessments to be a Lien Against Parcels.* Parcel assessments, interest thereon, and the cost of enforcing and collecting past due Parcel assessments, including reasonable attorneys fees of the Homeowners' Association, shall constitute a lien against the title to each Parcel superior to all other liens and encumbrances other than taxes and governmental assessments. The lien created by these Covenants attaches on the due date of the assessment.

5.04 *Subdivision.* Parcels owned by Declarants may be subdivided at any time in compliance with local land use and subdivision regulations, as may be applicable. Parcel Owners shall fully cooperate with Declarants in the subdivision, if any, of parcels owned by Declarants, and shall not object to any subdivision of parcels owned by Declarants. Once a Parcel has been sold by Declarants it may not be further subdivided for a period of five (5) years, but thereafter may be subdivided in compliance with local land use and subdivision regulations; provided, however, a Parcel sold by Declarants shall not thereafter be divided into lots of less than ten (10) acres in size.

5.05 *Declarants' Right to Change Lot Sizes.* Declarants reserve the right, in their sole

discretion and in perpetuity, to combine or divide Parcels.

5.06 *Easements and Rights of Ways.* Easements and rights of way as shown on the Land Survey Map are hereby reserved across, under and through the aforesaid real property for ingress and egress to and from the public ways, and utilities including but not limited to wires, pipes and conduits for heating, lighting, electricity, gas, telephone, sewer, water or any other public or quasi-public utility service purpose, together with the right of ingress and egress at any time for the purpose of further construction, maintenance and repair. Provided, however, that said easements and rights of way shall be for underground service of such utilities and no overhead utilities shall be permitted on any of the Parcels except where such overhead utilities are presently in existence. Upon the completion of any disturbance related to the construction, maintenance, repair or removal of any utilities, all disturbances shall be reclaimed within one year.

5.07 *Term of Covenants* These Covenants are to run with the land and shall be binding upon all Owners of Parcels and all persons claiming under them for a period of twenty-five years from the date these Covenants are recorded, after which time, said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Parcels have been recorded agreeing to change said Covenants in whole or in part.

5.08 *Enforcement of Covenants.* Enforcement shall be by any proceeding at law or in equity against any Owner or persons violating or attempting to violate the provisions or restrictions of these Covenants, either to restrain violations or to recover damages, or both, and, in addition, to recover from the parties so violating these Covenants, reasonable attorney's fees required in the proceedings either to enjoin the violation or to recover damages.

5.09 *Amendment to Covenants.* Declarants and Declarants' heirs and assigns shall have the exclusive right, within twenty-four (24) months from the date of the recording of these Covenants to make any changes in these Covenants, which Declarants deems, in Declarants' absolute discretion, beneficial to the owners of the majority of the Parcels in Andrew Ridge Estates and which do not alter the overall character of Andrew Ridge Estates. By acceptance of a deed or by entering into a purchase contract with Grantor, all Grantees shall be deemed to have delegated to Grantor the power and right to make changes in the Covenants for a twenty-four (24) month period. Any changes shall be reduced to writing and filed with the Clerk of Records for Albany County, Wyoming.

After the first twenty-four month period following recording of these Covenants, these Covenants may be amended by the affirmative vote of 3/4ths of the owners of Parcels within the Andrew Ridge Estates.

5.10 *Invalidation of Part Not Invalidation of Whole.* Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED this 6th day of December, 2007.

[Signatures on following page]

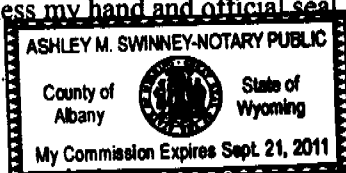
Jerry A. Johnson
Jerry A. Johnson

Kristina D. Johnson
Kristina D. Johnson

STATE OF WYOMING)
)ss.
COUNTY OF ALBANY)

The foregoing *Declaration of Protective Covenant, Conditions and Restrictions of Andrew Ridge Estates* were acknowledged before me by Jerry A. Johnson on this 6 day of December 2007.

Witness my hand and official seal.



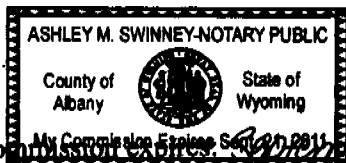
Ashley M Swinney
Notary Public

My commission expires: September 21, 2011

STATE OF WYOMING)
)ss.
COUNTY OF ALBANY)

The foregoing *Declaration of Protective Covenant, Conditions and Restrictions of Andrew Ridge Estates* were acknowledged before me by Kristina D. Johnson on this 6 day of December 2007.

Witness my hand and official seal.



Ashley M Swinney
Notary Public

My commission expires: September 21, 2011