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**DECLARATION OF PROTECTIVE COVENANTS  
OF FOX RUN ESTATES  
FOX RUN ESTATES, LLC**

**ARTICLE ONE: PURPOSE AND OBJECTIVE**

1.01 Fox Run Estates, LLC, is the owner in fee simple of real property located in Albany County, Wyoming, and known as Fox Run Estates, pursuant to a plat entitled CPL Addition recorded on 5th day of June, 2003, as instrument number 2003-4225 in the County Clerk and Ex-Officio Register of Deeds of the County Clerk and Recorder of the County, Albany County, State of Wyoming.

1.02 The purpose of these covenants is to enhance and protect the value, attractiveness, and desirability of the lots or tracts in the subdivision. It is the intention of the Grantor, expressed by the execution of this instrument, that the lands within the Fox Run Estates subdivision be developed and maintained as a highly desirable residential area and that the present natural beauty and natural setting be protected as is reasonable in connection with the uses and structures permitted by this instrument. To that end, Grantor hereby declares that the Fox Run Estates subdivision and each party thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall 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 thereof, their heirs, successors, and assigns, and shall inure for the benefit of each owner thereof.

1.03 No provision contained herein, nor any amendment hereto, shall be construed to prevent or limit Grantor's right to complete development of the property and construction of improvement thereon.

**ARTICLE TWO: DEFINITIONS**

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

2.01 "Fox Run Estates" means the lands described in the Final Plat of the CPL Addition recorded on 5th day of June, 2003, as instrument number 2003-4225 in the County Clerk and Ex-Officio Register of Deeds of the County Clerk and Recorder of the County, Albany County, State of Wyoming. Land Survey Map described as a tract of land in the NE1/4, Section 9, Township 15 North, Range 73 West, 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at a point on the Southerly right-of-way line of Pearl Drive as shown on the Final Plat of Lots 10-19, Block One, Lots 1-6, Block Two, Lots 1-6, Block Three, Knoll Addition to the City of Laramie, which lies South 24°04'13" West 666.58 feet from the Northeast corner of Section 9, and proceeding thence South 89°58'22" West 260.00 feet, along the Southerly right-of-way line of Pearl Drive as shown on the Final Plat of Lots 10-19, Block One, Lots 1-6, Block Two, Lots 1-6, Block Three, Knoll Addition to the City of Laramie;

Thence South 00°03'24"	West 635.62 Feet;
Thence North 89°44'39"	East 100.00 Feet;
Thence North 88°18'38"	East 60.03 Feet;
Thence North 89°44'39"	East 100.00 Feet;
Thence North 00°03'24"	East 633.08 Feet, More or Less, to the Point of Beginning,

Containing more or less 3.79 Acres, and shall include any other lands Grantors identify as being part of the Fox Run Estates, CPL Addition.

2.02 "Grantor" means Fox Run Estates, LLC, a Wyoming limited liability company authorized to conduct business in the state of Wyoming.

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

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 "Lot" or "Parcel" or "Property" means a platted parcel of land as depicted and identified in the plats referred to in Paragraph 2.01 of this Section.

2.06 "Owner" or "Lot Owner" means and refers to the owner of record, whether one or more persons or entities, of any dwelling unit or lot. The foregoing does not include persons or entities who 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 of Fox Run Estates, as amended from time to time.

### ARTICLE THREE: ARCHITECTURAL CONTROL COMMITTEE

3.01 *Initial Committee.* The initial Architectural Control Committee (ACC) shall consist of Charles M. "Chuck" Lowham and Patricia I. Lowham of Fox Run Estates, LLC, and one designee of their choice. They or their replacements, as provided below, shall remain the members of the ACC until one hundred percent (100%) of the lots in the Fox Run Estates, LLC, have been sold *and* the board of directors of the Fox Run Estates Homeowners' Association, Inc., (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, fence, wall or structure of any type shall be erected, placed or altered on any Lot until it has been approved by the ACC and the appropriate regulatory authority of the City of Laramie, Albany County, Wyoming. Owner must submit all plans, in writing, to the ACC for approval, at least thirty (30) days in advance of any planned construction, including any foundation thereof. The plans submitted to the ACC must include specifications showing the nature, kind, shape, height, materials, floor plans, location and approximate cost of such structure. A Lot Owner must commence the building of a single-family dwelling upon the Lot Owner's Lot within one (1) year from the date Lot Owner purchased the Lot. Construction of the single-family dwelling must be completed within one year from the date of commencement of construction. A Lot Owner's Failure to start or complete construction in the time frame allowed will result in a penalty equal to one percent (1%) of the purchase price of the Lot, for each month Lot Owner is in violation of this provision.

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 Lot 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 tract until the building plans, specifications and plot plan, showing the location thereof, have been

approved in writing by the Architectural Control Committee. In the event the committee, 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 *General Use.* It is intended that the Lots shall be used as a residence for a single family, and that the Owners will have full enjoyment of these Lots, subject, however, to the covenants contained herein. No business of any kind shall be conducted on any Parcel with the exception of the business of the Grantor.

4.02 *Dwellings.* On any Lot improved by a single family residence there shall not be any other building or structure of any kinds whatsoever erected, placed or altered, saving and excepting one or two car detached or attached garages, porches, steps, bay windows, terraces, fences or other form of enclosure, garden house, summer houses, storage sheds or other small accessory structures, the erection, placement, or alternation of which may be permitted only after submission to and approval by the ACC, of plans, specifications and plot location. Detached dwellings shall not exceed three (3) in number.

4.03 *Modular Structures.* No modular, manufactured homes, or trailers allowed. Any house built on any Lot must be a "stick-built" home. No structure of a temporary character, shacks, barracks, temporary garages, barns or other outbuilding shall be used on any tract as a residence or dwelling, 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 not present for more than twelve (12) months and that the ACC 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.

4.04 *Minimum Square Footage and Value.* 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. No single family residence costing less than \$170,000.00, including Lot price, shall be permitted on any lot.

4.05 *Maximum Building Height.* The maximum building height of any structure shall not exceed thirty-five (35) 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.

4.06 *Exterior Appearance.* All structures must have one of the following exterior finishes:  
(I) Cement based siding (a refinished James Hardy 15 year product, not just primed);  
(ii) Prefinished Canxel Ced'R-View Hardboard siding (15 year product, not just primed);  
(iii) Stucco,  
(iv) Brick, or  
(v) A combination of stucco and brick, or

No vinyl, steel or any multi density fiber siding is allowed. No vinyl or metal siding is allowed. Windows shall be either vinyl or metal clad. Soffits shall be constructed of aluminum or steel and fascia shall be constructed of steel. Exterior colors and samples of exterior materials to be reviewed by the ACC. No wood exterior doors are allowed. Exterior doors must be steel or fiberglass. All windows and doors shall be of the following brands or of equal or greater quality than the following brands: Marvin (Integrity line), Therma-True Doors, Anderson, or Logistics.

4.07 *Roofs.* All roofs shall be rustic, earth-colored tile, shingle or shake. If the roof is singled, only architectural type shingles shall be used. Roofing material must be approved by the ACC. All roofs shall be, at a minimum, at least a 25-year warranty composition shingle roof.

4.08 *Solar Collectors.* Solar collectors are not permitted.

4.09 *Satellite Dishes and Antennas.* One small satellite antennae may be installed and maintained upon receipt of written approval from the ACC. Satellites must be forty (40) inches or less in diameter and must be indistinguishable from other structures, devices, etc. Satellite antennae or dishes must not be visible from the front of the property. Other than satellite dishes or antennae, no television, radio, or other external antennae shall be installed.

4.10 *Recreation Vehicles.* No campers, trailers, motor homes, buses, tractors/trailers, recreational vehicles, or boats shall be stored or parked in the Fox Run Estates Subdivision in excess of forty (48) consecutive hours during any month, except if stored in an enclosed garage. No motor vehicles of any kind, including cars, trucks, trailers, motor cycles, or the like, may be stored, junked, or otherwise maintained anywhere on any lot or any other portion of the Fox Run Estates Subdivision in any idle or unworkable condition. No motor vehicle or machine will be overhauled or rebuilt on any portion of the Property unless entirely enclosed in a garage or other improvement approved by the ACC in its discretion. Except as otherwise provided herein, only those vehicles and machines in good running condition which are currently licensed and registered are permitted on any portion of the Property.

4.11 *Fencing.* Any fencing erected is subject to the approval of the ACC. No fence or wall, other than a retaining wall, shall be erected or maintained on any Lot nearer to any side or front street than the building limit line unless written consent is given by the ACC. All fence designs must be pre-approved, in writing, by the ACC. Double fencing of any Lot line is not permitted. ACC approval of the location of the fence is required to prior to installation or construction of the fence by submitting a simple sketch using the site plan of the Lot showing the fence line and the gates and any variations in height. Regular maintenance, staining, and repair of all fences is required. All privacy fences shall be constructed of cedar style wood slats measuring 7/8 inches thick, by 6 inches wide, by either 6, 5, or 4 feet high. All slats shall be dog eared style and shall be free of knots. No fencing is allowed past the front of the house. All fences must meet the requirements of the Laramie City Municipal Code and the approval of the ACC.

4.12 *Set Back.* No dwelling or detached dwelling shall be erected or maintained on any part of said tract closer than 25 feet to any street. Single story bay, bow or oriel windows (exclusive of foundation or other support, or unenclosed covered porches, may encroach into the restricted area by no more than 3 ½ feet. No building or structure permitted under these covenants shall be erected or permitted nearer than 3 feet to the rear line of any Lot. No front wall of a residential property shall be erected on any Lot father than 56 feet from the front Lot line. All set backs are at the discretion of the ACC and the City of Laramie Municipal Code.

4.13 *Side Yard Requirements.* Free and open spaces shall be left on both sides of every single family residence. The minimum width of such free space left on either side of any building of the property line shall be no less than 5 feet on either side and the free space on both sides shall be an minimum aggregate of 14 feet.

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

4.15 *Trash and Dumping.* No Lot 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. Only three (3) operating cars may be parked in view of neighbors and roads on a regular basis.

4.16 *Appearance of Lots.* Each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, box containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so that they are visible from any neighboring Lot or streets, except as necessary during the period of construction. In the event any structure is destroyed, either wholly or partially, by fire or by any casualty, said structure shall be promptly rebuilt or remodel to conform with these Covenants, or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundation and all debris, shall be promptly removed from the Lot. No Lot shall lay vacant without a dwelling for more than one year.

4.16 *Sanitation and Appearance of Lots During Construction.* During the construction of a dwelling on a Lot, the Owner of such Lot is responsible for ensuring that the Owner or Owner's builder (i) provide a portable toilet at the construction site; (ii) provide suitable receptacles for construction waste; (iii) refrain from depositing excess concrete, building materials or waste on the adjacent Lots, ditches, or on the roads or Easements, and ensure that all such materials are appropriately removed from the Lot by at least the time the construction of the dwelling is complete; (iv) pay for any repair any damage to roads, easements, drainage ways, or any other portion of the Property occurring during the construction of the dwelling; (v) provide perimeter fencing (other than frontage fencing) on the Lot prior to and during the course of construction on the Lot, and (vi) refrain from storing or placing any building material of any kind or character on any Lot until the Owner of it is ready to commence improvements and ensure that the material is placed within the property lines of the Lot on which the improvements are to erected and refrain from locating any such materials on the streets or between the street and Property line.

4.17 *Compost.* ACC approval is required for all compost containers.

4.18 *Decks and Hot Tubs.* ACC approval is required. All decks must be wood or other material similarly to the material of the residence and, if painted, must be a color similar to or generally acceptable as complementary to the residence. Elevated decks require a masonry component on columns or posts, and covered decks must use the same roofing materials as the residence. All decks must be located so as not to obstruct or diminish the view of adjacent properties. Construction of any deck shall not occur over any easements or set backs. Hot tubs require ACC approval.

4.19 *Dog Runs.* ACC approval is required. Consideration may include, but not limited to, location in "rear" or "side" yard, and abutting the home.

4.20 *Drainage.* Each Owner of a Lot shall maintain the grading and drainage patterns of the Lot to meet Laramie City Municipal Code. No chemicals or petroleum products shall be allowed to drain

into storm drains or street gutters but this Paragraph will not prevent the application in normal quantities of customary insect, animal, or plant control substances, fertilizers, and plant foods on Lot even if run-off from the Lots could carry these substances into the storm drain.

4.21 *Maintenance.* The entire Lot 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, scrap, refuse, trash, or debris shall be kept upon the Lot. Building materials shall be neatly stacked and covered so as not to be visible from the road. Firewood will be neatly stacked and must be located on the side or back of the Dwelling. The burning of waste or refuse on the property is prohibited. No incinerators shall be constructed or installed on any Lot. Firewood shall be kept in a manner that is in accordance with the Laramie City Municipal and Fire Code.

4.22 *Signs.* No signs or billboards of any kind shall be displayed without the approval of Grantor, except: (a) Signs as may be required by legal proceedings; (b) Signs used by Grantor in connection with the development of the real property and sale of Parcels; or (c) Signs indicating that a dwelling or Parcel is for sale. No sign shall exceed 2' x 3' except signs placed upon the property by Grantor used in connection with marketing the property. Only one sign per Parcel shall be allowed. All signs are subject to the sole approval of ACC.

4.20 *Animals.* No animals, livestock, cattle, swine, fowl, poultry, or insects of any kinds shall be house, raised or left on any lot either temporarily or permanently except commonly accepted household pets provided that they are not kept or maintained for any commercial purpose. Animal pens and yards shall be maintained on a regular basis to assure a neat and orderly appearance and clean and healthy atmosphere.

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

4.22 *Air Conditioning Equipment.* ACC approval of any and all air conditioning equipment is required. Window units installed at street level must be located on "side" or "rear" yard and must be concealed from adjacent properties. Installation of air conditioning equipment above street level will not be permitted.

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

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

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

**4.25 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.

**4.26 Landscaping, Trees, Yard Maintenance and Lawn Seeding.** 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 Lots. Each Lot owner shall plant at least two (2) trees in the first year after Grantor conveys the land. Each Lot Owner, other than Grantor, shall completely landscape his or her lot. Buffalo grass is not permitted. Each Lot Owner, except Grantor, is required to prepare and submit to the ACC a landscape plan for approval which shall include a projected start and completion date. All landscaping plans must be submitted within thirty (30) days of completion of the construction of the dwelling. Any Lot upon which construction of a dwelling is completed between May 1st and September 1st of any given year, must complete the sodding or seed, erosion control and weed control on their Lot within thirty (30) days of receiving written approval from the ACC. All remaining landscaping must be completed within six (6) months or receipt of written approval from the ACC. Each Lot Owner who completes construction of his or her dwelling in any other month must complete the sodding or seed, erosion control and weed control on his or property and all other landscaping with six (6) months after receiving approval of the ACC.

All owners of Lots, other than Grantor, shall cut and control all weeds and vegetation growing on all lots, whether vacant or occupied, or those with improvements under construction.

**4.27 Restoration of Site.** Upon completion of any construction on any Lot, the owner shall restore any portion of any Lot disturbed to its pre-construction condition. Any excess dirt leftover from excavation and not used for landscaping shall be returned to Grantor to be placed in an overage pile.

**4.28 Motor Homes and Commercial Vehicles.** Motor homes are not permitted to be located or parked permanently in the Subdivision. Commercial vehicles are defined as vehicles which have a business name or logo on it, equipment attached to it, or which is used for the purpose of providing services to individuals or companies. All commercial vehicles must be parked within a garage. Oversized vehicles which are ungaragable must be approved by ACC to be parked in the driveway or curbside. No noxious or offensive activity shall be carried on upon any lot or may anything be done which may be or become an unreasonable nuisance to the property or other owners. No Lot shall be used as a parking or storage area for vehicles or materials of any kind other than personally owned automobiles of the owner, and accept for a reasonable term which a structure in said lot is under construction. No Lot or other portion of the property shall be used by an owner as a parking or storage area of personally owned automobiles intended for commercial purposes to the extent that such automobiles constitute a unreasonable nuisance or annoyance to the property of other owners as to the size or quantity thereof. The ACC may from time to time formulate to adopt guidelines indicating the number and size of personally owned automobiles intended for commercial purposes which may be parked or stored on the property by an owner.

**4.29 Playhouses and Tree Houses.** ACC approval is required for playhouses. Tree houses are not permitted.

**4.30 Trash Containers, Enclosures, and Pick Up.** Trash enclosures require approval of ACC. Trash, refuse, garbage, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrape refuse or debris of any kind may not be kept, stored or allowed to accumulate on any lot except within an enclosed structure. Trash containers may be placed on the street for pick up the evening prior to pick up, no sooner, and must be properly stored within 24 hours of pick up.

**4.31 Wells.** Wells are not permitted. No tanks for the storage of water, oil, petroleum, or other fluids are allowed. Above or below the surface of the ground without approval of ACC



4.32 *Additions and Expansions.* ACC approval is required for all additions and expansions and all time lines and restrictions for construction of the main dwelling unit apply. Additions or expansions to the home will require submission of detailed plans and specifications. Materials should match the existing residence.

4.33 *Address numbers.* Lot Owners must use the standard style of address block which has been approved by the ACC. This Address block must be located on the front of the house in an easily visible location, un-obscured by landscaping, to allow for easy identification by visitors and emergency personnel.

## ARTICLE FIVE: GENERAL PROVISIONS

5.01 *Assessments.* Grantor or a majority of the owners of lots within the Fox Run 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 the lot owner;
- (b) Maintenance, upkeep, operation and management of any common areas;
- (c) Maintenance, upkeep and management of easements along the boundary lines;
- (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 Lot owners, inclusive of Grantor 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.

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 First Interstate Bank of Wyoming, Laramie Branch, Wyoming.

5.03 *Assessments to be a Lien Against Lots.* Lot assessments, interest thereon, and the cost of enforcing and collecting past due Lot assessments, including reasonable attorneys' fees of the Homeowners' Association, shall constitute a lien against the title to each Lot 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 *No Further Subdivision.* Once a Lot has been sold by Fox Run Estates, LLC, it may not be further subdivided into smaller lots.

5.05 *Grantor's Right to Change Lot Sizes.* Grantor, its heirs and assigns, reserves the right, in its sole discretion and in perpetuity, to combine or divide Lot or Parcels.

5.06 *Easements and Rights of Ways.* Easements and rights of way as shown on the Original Plat are hereby reserved across, under and through the aforesaid real property for 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 tracts except where such overhead utilities are presently in existence. Owner shall at his own cost and expense keep and preserve that portion of the easement and right of way within his own property line at all times in a good condition or repair and maintenance and neither erect nor permit erection of any building or structure of any kind within said easement which might interfere in any way with the proper maintenance, use, operation, repair, reconstruction and patrolling of any of the utility services located therein.

**5.07 Term of Covenants** These Covenants are to run with the land and shall be binding upon all Owners of Lots 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. The failure by any Owner, HOC, ACC or Grantor to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

**5.09 Amendment to Covenants.** Grantor and Grantor's successor and assigns shall have the exclusive right, within twenty-four (24) months from the date of the recording of the Original Covenants to make any changes in these conditions and restrictions, which Grantor deems, in Grantor's absolute discretion, beneficial to the owners of the majority of the Parcels in Fox Run Estates and which do not alter to the overall character of Fox Run 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 Declaration of 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 (24) month period following recording of the Original Covenants, these Covenants may be amended by the affirmative vote of 3/4ths of the owners of Lots within the Fox Run Estates.

**5.10 Invalidity of Part Not Invalidity of Whole.** 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.

Dated this 20<sup>th</sup> day of April, 2004.

**FOX RUN ESTATES, LLC,**  
**a Wyoming Limited Liability Company:**

*Charles M. Lowham*

Charles M. Lowham, Trustee, or his successor,  
under the Charles M. Lowham Revocable Trust  
dated May 8, 1996, and any amendments thereto  
or restatements thereof, Member of Fox Run  
Estates, LLC

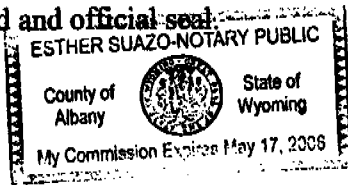
*Patricia I. Lowham*

Patricia I. Lowham, Trustee, or her successor,  
under the Patricia I. Lowham Revocable Trust  
dated May 8, 1996, and any amendments thereto  
or restatements thereof, Member of Fox Run  
Estates, LLC

STATE OF WYOMING            )  
  )ss.  
COUNTY OF ALBANY         )

The foregoing Declaration of Protective Covenants were acknowledged before me by Charles M. Lowham and Patricia I. Lowham on this 20<sup>th</sup> day of April, 2004.

Witness my hand and official seal:



*Esther Suazo*