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STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

GOODWATER GROUP, LLC,
to
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS
OF
Fox Cabin Subdivision**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, owners of all lands in Fox Cabin Subdivision, a parcel of land of approximately Four Hundred Seventy (155.60) acres, more or less, located in Albany County, Wyoming, as the same is more particularly described on that Record of Survey attached hereto as Exhibit A and incorporated herein by this reference, do hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the Tracts within Fox Cabin Subdivision, (the "Property") may be put:

1. **INTENT.** It is the intent of these covenants to create an open-space atmosphere; to preserve the wildlife habitat; to protect and enhance the value, desirability and attraction of the property; to assure that all structures will blend and be compatible with the history of the area and the existing landscape to protect Tract owners from development and use of other Tracts within the Property which may depreciate the value and/or restrict the use of their Tract(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Tracts and improvements of the property; to encourage the construction and maintenance of appropriate improvements and to provide for the maintenance and improvements of the interior roads of the Property. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Tract owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment is kept to a minimum.

For all purposes herein, the term "Tract" shall refer to the individually numbered Tracts One (1) through Twenty-Three (23), inclusive.

2. **RESTRICTIVE USE.** All Tracts within the Property shall be known and described as residential Tracts and will be restricted by covenants contained in this Declaration. It is intended that these residential Tracts shall be used and occupied as residential home and cabin sites only, and that the owners will have full enjoyment of these home sites, subject, however, to the covenants contained in this Declaration and all applicable laws and regulations.

3. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the Property is constituted ("Committee"). This Committee is composed of

Kenny Clark, Doug Samuelson, Gary Bindert, Larry Morrill, or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee-Fox Cabin Subdivision", c/o Kenny Clark, 1526 Horsecreek Road, Cheyenne, WY 82009." All Committee actions or decisions shall be by a majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance or approval of any submission to any private or governmental agency.

Upon the sale of 16 Tracts by Grantor Goodwater Group, LLC, the rights and responsibilities of the Architectural Control Committee shall be assigned to and assumed by the Board of Directors of the Fox Cabin Subdivision Owners' Association, Inc.

4. **PRIOR COMMITTEE APPROVAL REQUIRED.** No building, improvement or fencing shall be constructed or erected upon any Tract within the Property until the Committee has approved the site plan and the construction plans and specifications submitted to it by the Tract Owner in the form and manner set forth herein.

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

- a. A site plan showing the location of the structure(s) to be constructed on the Tract; the location and size of all roads, paths, driveways and sidewalks; the drainage across such Tract and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission;
- b. The floor plan of the structure(s) with square footage indicated;
- c. A drawing showing the front, side and rear elevations of all structure(s);
- d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials, roofing materials

The Committee reserves the right to require the Applicant to submit such other, additional information which it deems necessary for its determination and, if the Committee seeks additional information, the time period for its decision shall not start until such additional information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and

harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application and any additional information required by the Committee. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Homeowner's Association or any Tract Owner to enjoin the construction of any structure that does not comply with any other provision of these covenants.

In the event that any construction is commenced upon any Tract within the Property without having first secured Committee approval, the Committee and/or the Homeowner's Association and/ or any owner of a Tract within the Property may institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees, expert witness fees and costs of such action.

5. **USE OF TRACTS.** All home construction shall be new, on-site construction. No structure shall be moved from any location outside this Property onto any Tract in the Property; however, with approval of the Committee, a structure of significant historical value may be moved onto a Tract. Installation and/or erection of modular homes or "house trailers", as defined in Wyo. Stat. § 35-1-102(a)(xv), shall not be permitted on any Tract within the Property. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted. In addition to the foregoing, the following conditions apply:

a. A Tract owner may construct one (1) private single family dwelling, together with a private attached garage and a (2) detached garage/outbuilding meeting the standards set forth below. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements; all applicable zoning laws, and the minimum building standards as set forth in this Declaration. The two large tracts 14 & 17 with County approval may construct two (2) homes.

b. All detached garages or outbuildings shall meet the following minimum design and construction standards:

1. The maximum size of any detached outbuilding shall be One Thousand Four Hundred (1400) square feet.

2. Construction shall meet the same standards set forth herein applicable to the primary residences;

3. The construction materials of all garages or outbuildings shall be of the same quality, color and style as the primary residence; however, Committee approved vertical wood and metal siding may be permitted and metal roofs of Committee approved color may be used; and

4. The distance separating the outbuilding/garage from the primary residence shall be subject to the approval of the Architectural Control Committee, the intent being that all structures on a Tract appear to constitute an integrated unit.

5. Construction of out buildings or garage may precede the construction of the primary residence, however the primary residence construction must be started within one year of the starting of the out buildings or garage construction.

c. No activity of a noxious or offensive nature may be conducted upon any Tract in this Property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

d. Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. A maximum of two (2) television satellite dishes of no more than twenty-four inches (24") in diameter shall be allowed.

e. No Tract shall be used or maintained as a dumping ground for rubbish or salvage, including, without limitation, unlicensed vehicles, vehicles which are not in running condition or vehicles, including trailers, motorcycles, snowmobiles, all-terrain vehicles, vehicles stored on trailers that are in a state of disrepair. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage of disposal of such material shall be kept in clean and sanitary condition. No trash, litter or salvage items, discarded appliances or like items shall be permitted to remain visually exposed upon the premises.

f. During construction, it shall be the Tract owner's responsibility to insure that all construction related materials, trash, waste and debris shall be contained. All building materials must be secured and protected. The Tract Owner bears the responsibility to insure that at all times during or after construction no trash, debris, or material of any kind be allowed to blow or be carried off of the Tract to other Tracts, the Property's public or private roadways or onto other properties. Building materials may be stored on site for no more than one (1) year.

6. **HOME OCCUPATIONS.** Home Occupations are permitted; however, nothing in this Section shall be construed to relieve any Tract Owner from compliance with any and all applicable County zoning regulations. The applicant shall be responsible to determine which

regulations govern applicant's intended and actual home occupation use and shall be responsible for complying with those regulations. Any change in the exterior of any structure to accommodate any home occupation use must be approved by the Architectural Control Committee. The home occupation use shall not allow for any employees other than the Tract Owner and immediate family members who regularly reside in the residence upon such Tract. No additional vehicle parking incident to such home occupation use shall be permitted. No commercial animal boarding activities shall be permitted. No exterior signage regarding such home occupation use shall be permitted.

7. **HUNTING; FIREARMS.** Responsible use of firearms may be permitted within the boundaries of the Property. Discharging of fireworks or any incendiary device is strictly prohibited.

8. **FURTHER PROPERTY DIVISION RESTRICTION.** Further Property division of Tracts is prohibited.

9. **TEMPORARY BUILDINGS.** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot as a family dwelling, either temporarily or permanently. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than twelve (12) months after the date on which construction is started. No mobile home shall be converted to a permanent dwelling on any site. Camp trailers for construction workers may be permitted for duration of no more than six (6) continuous months.

10. **MINIMUM SIZE.** All single-story floor plans for the principal dwelling located on any Tract of the Property shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage, of no less than Twelve Hundred (1,200) square feet.

11. **CONSTRUCTION REQUIREMENTS.** All exterior surface materials of residential structures shall be natural materials (wood, logs, stone and or stucco) in natural colors consistent with the landscape only. Roofing material must consist of dimensional shingles class C (or equivalent or greater weight and grade product) or as otherwise may be approved in writing by the Architectural Control Committee. Metal roofing may be allowed if approved in writing by the Architectural Control Committee if it is earth-tone in color. No white or red metal roofing, or wood shake shingles will be permitted.

All dwellings and improvements shall be constructed to meet the minimum requirements of each of the applicable codes and regulations in effect at the time of such construction:

- a. International Building Code;
- b. Uniform Building Code;

- c. Uniform Plumbing Code;
- d. Uniform Mechanical Code;
- e. National Electrical Code;
- f. State of Wyoming statutes for fire protection and electrical safety;
- g. Albany County Department of Environmental Health regulations;
- h. FHA Building Requirements.

Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced; however, additional time to complete construction may be granted by the Committee upon a showing of good cause. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

All construction shall be performed by Goodwater Group, LLC, pursuant construction agreements with the Tract Owner unless the Committee, upon application therefore, approves another contractor. A Tract Owner who applies for Committee approval of another contractor must demonstrate that contractor's qualifications and ability to undertake and perform such construction in conformance with this Declaration.

12. **DRIVEWAY AND INDIVIDUAL TRACT ACCESS.** Individual Tract access approaches and driveways which connect the primary dwelling to the Property Roads shall be constructed to the road standards set forth herein. Individual access driveway approaches, defined as that portion of the access driveway that exists within the public road easements, shall include the installation of a properly sized drainage culvert. All driveways and access roads shall be completed to such specifications no later than the date of occupancy of the primary residence by the Tract owner.

13. **LANDSCAPING.** The first grantee of any Tract within the Property shall be responsible for the installation and continued maintenance of landscaping upon such Tract in at least the minimum amounts set forth herein. Installation of all required landscaping shall be completed within twenty-four (24) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Tract, the adjoining Tracts and the Property; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Tract with the adjoining Tracts and the Property.

All surface areas within the boundaries of all Tracts not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material. All areas disturbed by construction activities must be reseeded with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material.

Planting of trees is encouraged. No unsightly shelter or wind protection for trees such as used tires shall be permitted. No orange or loud color snowfencing shall be permitted.

Conifer Trees will be planted on along Tract 14, 280 feet on Highway 230 Frontage. The trees will be irrigated with a drip system installed by the developer.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the Property as a whole. Any proposed changes to the Property's natural or designed drainage patterns must be shown on any Tract Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

14. **EXTERIOR LIGHTING.** All exterior and outdoor lighting on homes and/or outbuildings shall be "star-friendly" and approved by the Architectural Control Committee prior to installation of such devices. Floodlights must shine downward and not vertical or horizontal. Helium and/or nitrogen outdoor or exterior lighting shall not be permitted for use on any Tract. Further, any outdoor and/or exterior lighting shall be shaded and directed downward to prevent and eliminate light pollution within the Property. All outdoor and/or exterior lighting shall be affixed to a switch to all for such lights to be turned off. All such lighting shall not be permitted to be on all night.

15. **SET-BACKS.** No building shall be located on any Tract nearer than fifty (50) feet from any Tract line or road right-of-way. A variance may be granted for less than fifty (50) feet at the discretion of the Architectural Control Committee. These set-back restrictions shall not apply to boundaries with the BLM properties.

16. **SEPTIC SYSTEMS.** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Albany County Department of Environmental Health. Every Tract owner and/or their contractor must design and position the primary dwelling and other improvements on the Tract such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Septic System permits must be obtained prior to or simultaneously with a building permit from the Albany County Planning Office.

Each Tract owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Albany County Department of Environmental Health. Application must be made to and received from the Albany County Department of Environmental Health for each septic system prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the Property. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

17. **WATER WELLS.** All wells must be permitted by the Wyoming State Engineer.

18. **SIGNS.** Except for signs advertising the initial offering of the Property and the permanent identification, signage or landmarks installed by the Grantors Goodwater Group, LLC

or Kenny Clark which identify the Property, no sign of any kind shall be displayed to the public view on any residential Tract except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more than thirty-two (32) square feet used by a builder to advertise the property during the construction period. Upon completion of construction any such large construction sign shall be removed. Notwithstanding the above, Tract owners may erect and maintain name and address markers or monuments of a moderate size and of a style and using materials consistent with the landscape and structures of the Tract.

19. **PETS AND ANIMALS.** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Dogs will be under the control of the owner at all times and will not be allowed to run free off of the owner's Tract. Any dog found to have been chasing wildlife must be removed from the Tract by the Owner. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of seven (7) pets will be allowed to reside at each Tract. All Tract owners shall insure that any pets kept by such owner shall not be a nuisance to any other Tract owner or resident. Pet kennels or dog runs that may be permitted by the Architectural Control Committee through application and shall be properly screened from the view of other Tract owners and/or public roads which serve the Property.

20. **HORSES OR LLAMAS.** Horses and/or llamas shall be permitted on all Tracts within the Property subject to the following conditions and requirements. No more than two (3) horses and/or llamas may be kept for recreational purposes on each tract. Additional horses are permitted on an occasional basis but for no more than (7) seven continuous days. In any case where an owner elects to have a horse and/or llama upon the Tracts permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated and approved by the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. The operation of commercial riding stables and/or arenas is prohibited. Any Tract owner who keeps horses on a Tract shall provide sufficient corrals and structures to provide for the well-being of such animals. All such corrals and structures must be approved by the Architectural Control Committee. Approved barns/stables and/or corrals shall be maintained in compliance with all lawful sanitary regulations.

21. **OTHER FARM ANIMALS.** Ducks, chickens, lambs and rabbits shall be permitted on all Tracts within the Property provided they are not maintained or kept for commercial purposes. Geese, roosters, peacocks and peahens shall not be permitted nor maintained on Tracts within the Property. As a general proposition, other farm animals such as cows, sheep, swine and the like shall not be permitted on a permanent basis. This covenant is not intended to prohibit 4-H, FFA or other similar non-commercial projects limited in scope and duration subject to written approval of the Committee.

22. **VEHICLES.** No vehicles except private passenger automobiles, light-duty trucks and vans and recreational-type vehicles shall be parked or stored on any Tract or roadway of the Property. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Tract or on the road in front of a residence or on the front driveway or anywhere within the Property more than seventy-two (72) hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public or private roadways within the Property. Owners of camp trailers, horse trailers, boats and boat

trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Tract owners and away from the roadway side of any house. All motorized vehicles must stay on the public or private roadways. Motorcycles, snowmobiles and three and four-wheelers may not be used for recreational purposes on any Tract and no racing or motocross shall be permitted.

23. **MINERALS.** No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall oil tanks, tunnels, mineral excavations or shafts be permitted upon or in any Tract. Tract 17 has a barrow site that has been and will be used for road and home pad building material. All material taken from Tract 17 barrow area must be used on land currently owned by the developer. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Tract. These restrictions shall not apply to water cisterns or septic tanks placed upon a Tract to provide service to a primary residence.

24. **EASEMENTS.** Easements and rights of way as shown on the Record of Survey are hereby reserved in this Property for roadways, underground wires, pipes, conduits, street lighting, electricity, gas, telephones, sewer, water or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair. A Tract owner may grant additional easements over and upon a tract for roadways. In the event that additional easements are necessary for electrical utilities, a Tract owner shall grant any such easement upon request therefore by the Association or the developer, Goodwater Group, LLC.

25. **UNDERGROUND UTILITIES.** All utility lines from the easement to the structure shall be underground and the responsibility of the Tract owner, builder and/or the utility company.

Tract owners further agree that all utility (gas and electrical) user agreements and assessments pertaining to the development of the individual Tracts, and the charges and restrictions contained therein, shall be the responsibility of the individual tract owners, respectively.

26. **FENCING.** It is the intent of these covenants to afford, create and maintain an open appearance to the Property's overall landscape and to allow free and natural movement of wildlife and to maintain the area as a winter range for game animals. No perimeter fencing of any sort shall be permitted on any Tract within the Property. Small horse corrals, and dog runs may be permitted upon the prior written approval of the Architectural Control Committee. A small fenced yard around a home may be allowed to contain pets. Fencing utilized for screening, privacy, wind protection, animal enclosures or other general purposes may be allowed with approval by the Architectural Control Committee. The Architectural Control Committee shall evaluate any request for fencing upon a Tract to insure that any such fencing is compatible with the structure, the adjoining Tracts and the Property and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics. No wire fencing or steel post fencing materials will be allowed.

27. **ROADS.** The interior roads within the Property ("Roads") shall be dedicated to the Public and Albany County. **THE MAINTENANCE AND IMPROVEMENT OF THE ROADS IS NOT A PUBLIC RESPONSIBILITY, BUT SHALL BE BORNE BY THE ASSOCIATION OR IMPROVEMENT DISTRICT AS SET FORTH HEREIN.**

All Roads shall initially be constructed, maintained and improved as roadways sufficient for vehicular traffic.

Maintenance shall include, without limitation, grading, scraping, ditching, spreading of new gravel and paving, as necessary, in the sole discretion of the Association or improvement district. Nothing contained herein shall prohibit, preclude or prevent the Association, upon a proper vote of its membership according to its By-Laws and all duly-enacted resolutions, from resolving to pave or otherwise improve the Roads.

All Roads shall be maintained by the Association pursuant to this Declaration. All Tract owners are required to be members of such Association and all Tracts are encumbered by this Declaration. The Association shall assess all Tracts equally for the costs of insurance, organizational expenses and costs attributable to the operation of the Association. In addition, the Association shall assess all Tracts, (with the exception of Tracts Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17), which are accessed by the County road and not by any of the private Roads) for the costs of maintenance and improvement of the Roads. The Association shall have the power to impose and enforce liens against Tracts for unpaid assessments, as provided in ¶30, below. In addition, the Association shall procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Association on the Roads within the Property.

The initial annual assessment to be imposed upon Tract owners shall be One Hundred Dollars (\$100.00) per year. Annual assessments following the first year shall be set by the Association but may not be increased by more than One Hundred Dollars (\$100.00) in any one year. Such assessments shall commence on the 1st day of the first month following conveyance of such Tract by the Grantors Goodwater Group, LLC herein to a Tract owner. The Association may resolve to assess each Tract (with the exception of Tracts Three (3) and Four (4), which are accessed by the County road and not by any of the private Roads) for Special Assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to the Roads. The obligation to pay regular and special assessments runs with the Tract and binds all future owners of each Tract regardless of when such owner acquired such Tract. **ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE CONVEYANCE OR FORECLOSURE OF THE TRACT AND SHALL BECOME AN ENFORCIBLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH TRACT.**

Determination of the amount of annual Road assessments shall be made on at least an annual basis at a regular meeting of the Association.

In the event that any Tract owner shall fail to make his, her or its annual or special assessment assessed by the Association, said assessment may be collectable in an action brought before a court of competent jurisdiction and any judgment awarded in any such action shall become a lien upon the subject tract. In any such action brought by the Association to collect

unpaid assessments, the Association shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees and costs.

The Association shall have no obligation, responsibility and/or duty to police, enforce, control or take any other action pertaining to and/or concerning the use of the Roads nor shall the Association have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that may be required by governmental authorities. The Association shall only be required to maintain and improve the Roads in a reasonable manner as provided for herein.

28. **FOX CREEK DITCH.** Fox Creek Ditch runs through or adjacent to Tract 1, 2,3,4,6,7,9,10,11 & 13 by State Law Track Owners must grant access to the ditch operator to clean and maintain the ditch. No Track Owner may dam, plant trees in, or in any way impede the flow of water down the ditch. No Tract Owner may breach the ditch or pump water from the ditch for irrigation.

29. **WATER RIGHTS.** Except for Tracts 2, 14 & 15 no water rights are attached to the land. Tracts 2, 3 and 4 have small ditches that transfer water from Fox Creek Rd to South of Highway 230. These ditches must be kept free of obstruction.

30. **TRASH AND FEED STORAGE.** Due to the close proximity of Fox Cabin Subdivision to bear habitat; trash must be stored inside an out building or in a bear resistant container. A commonly used dumpster would qualify. Dumpsters would need to be screened from view of adjacent Tracts. Human and dog food should not be left outside at night. Animal feed must be stored in such a manner as not to allow deer or other large animals to access it. Tract Owners should not feed any wildlife. Fox Cabin Subdivision is located in prime wildlife habit. Tract Owners can best coexist with these animals by disturbing as little of their natural forage as possible when building. The "no fences" policy will allow the wildlife to migrate freely. It is important that people and especially dogs do not harass the wildlife. Conflicts can be minimized if these simple practices are adhered to.

31. **BASEMENTS.** The Building sites on Tract 2, 3, 4 & 6 are adjacent to and down gradient to Fox Creek ditch. No below grade basements designed for habitation or storage will be allowed unless a detailed site plan prepared by a professional engineer showing surface drainage, foundation drains and adequate research of high ground water level.

32. **FIRE CISTERN.** A 12,000 gallon fire cistern will be constructed near the intersection of Fox Creek Rd and Fox Woods Court. A well will be drilled on Tract 18 to provide water for the cistern; this same well may be used by the buyer of Tract 18 for domestic water needs. If the water from the cistern is used the Tract 18 well will be used to refill the cistern. The electricity used to pump the water should be calculated and the Tract owner reimbursed by the Fox Cabin Home Owners Association. If the cost to refill the tank is collectable from the user, (a third party) the Fox Cabin Home Owners Association will pursue collection. With the funds collected going to the Fox Cabin Home Owners Association. The cost to the third party of refilling the tank should be based on the cost of filling it remotely with water trucks. If the pump or well fail they will be immediately replaced and the cost will be born equally 50/50 between owner of Tract 18 and the Fox Cabin Home Owners Association. Until

such well is drilled the tank will be filled with a water truck at the Fox Cabin Home Owners Association expense.

33. **TRACTS 14 & 15.** Are preexisting agricultural units and are therefore exempt from these numbered covenants 2,3,4,5,6,7,8,9,10,11,12,19,20,21,22 & 26.

34. **TRACT 14, 15, 16,17.** Have private access off the County Road (Fox Creek Road) or Highway 230 therefore those shall not be assessed extra for road maintenance. The Emergency access roads through Tract 14 and 17 shall be maintained along with the regular public roads. The owner of Tract 15 has legal access through tract 14 via emergency access road.

35. **FOX CABIN HOME OWNERS' ASSOCIATION.** The ownership of any Tract subject to this Declaration shall impose and confer upon all such Owners the obligations and benefits of membership in the Fox Cabin Subdivision Association, Inc., a Wyoming non-profit corporation ("Association").

The Association shall, without limitation, enforce this Declaration; appoint members to the Committee; promote the common interests of its members; maintain, manage and insure the Roads and rights of way, including fencing, parking areas, culverts, bridges, signs, gates, walkways, paths and shrubs; assess its members for the costs of management of the Association including, without limitation, the costs of management and maintenance of the Roads; provide an organizational entity for other activities of the Tract owners and promote the common interests of its members. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the Bylaws of the Association. The assessments to be imposed upon Tract owners shall be determined by the Association, but shall not exceed an individual Tract owner's proportionate share of the operational expenses of the Association.

The Association shall insure the Roads and pay the premiums thereon, pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State, file tax returns, assess Tract owners equally for all such costs and enforce this Declaration.

36. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶¶ 33 hereof, at any time, by an instrument signed by a at least sixty-six and two-thirds percent (66.66%) of the then-owners of the Tracts agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Albany County, Wyoming.

37. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Tract subject to this Declaration by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or

for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Tract owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

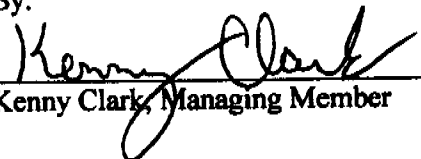
38. **SEVERABILITY.** Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

39. **IMMUNITY.** The Association and its Directors acting within the scope of their authority, Goodwater Group, LLC and its members, Kenny Clark, and any Tract owner shall not be liable to any other Tract owner, their invitees, heirs or assigns, or persons using the Roads, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure to perform, any of the obligations of the Association set forth herein, including, but not limited to, the maintenance to and improvement of Roads within the Property.

40. **VARIANCES.** Variances to any of the covenants or restrictions set forth herein may be granted by the Committee, or its assignee, as appropriate in special cases and circumstances, at the sole election and discretion of the Committee. The Committee must approve any variance in writing.

GOODWATER GROUP, LLC,

By:


Kenny Clark, Managing Member

STATE OF WYOMING)
COUNTY OF Laramie) ss.

The foregoing was acknowledged before me by Kenny Clark, known to me to be the Managing Member of Goodwater Group, LLC, and who swore and affirmed that he was executing this Declaration with the authority and on behalf of the Members of Goodwater Group, LLC, a Wyoming limited liability company, this 24 day of July, ~~2008~~ 2009.

Witness my hand and official seal.



My Commission Expires: 2/18/13

Melinda Hanson
Notary Public

ALBANY COUNTY, LARAMIE, WY. JACKIE R. GONZALES, ALBANY CO CLK

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