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DECLARATION OF PROTECTIVE COVENANTS

FOR FOX HILL SUBDIVISION, FIRST FILING

KNOW ALL MEN BY THESE PRESENTS:

1. Preamble and General Provisions.

A. That the undersigned, being owners of all lands in Fox Hill Subdivision and being subdividers of the lots hereinafter described in Fox Hill Subdivision, Albany County, Wyoming, do hereby make this declaration of protective covenants applicable to all of said described property.

B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Fox Hill Subdivision or claiming under them for a period of ten years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or in part.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. Architectural Control Committee.

A. Membership. The Architectural Control Committee, sometimes herein referred to as the Committee, shall be initially composed of Bill Greene and later to include 3 of the 5 landowners of Fox Hill Subdivision. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any members of the Committee, the remaining members shall have full authority to name a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, and to reduce or restore to it any of its power or duties.

3. Home Owners Association.

Grantees hereby agree to unite with other Grantees to create a Home Owners Association having rules, regulations and restrictions for governing, maintaining and improving of all access tracts, recreational tracts and residential. In the event any Grantee refuses or fails to comply with said rules, regulations and restrictions, said Grantee may be assessed a

fine, the amount of which shall be established by the association members and said fine, once assessed, shall be a continuing lien on that tract owned by the Grantee assessed, until sum has been paid in full, together with such interest and costs of collection as may be charged by the association. Should a majority of the Grantees at any time find the duties and objectives of said Home Owners Association to be best served by a trustee, said majority of Grantees shall have the option of setting up a funded community trust to accomplish said duties and objectives using a bank or other fiduciary as trustee to serve for the benefit of all owners and occupants.

4. Restrictions and Protective Covenants.

A. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. No more than two structures (residence with facilities and out building) of any kind shall be erected or permitted to remain on any of the parcels contained in this subdivision. Mobile Homes, basement dwellings or any temporary living quarters are prohibited except during construction of the dwelling as approved by the Committee, they shall have inside sanitary facilities in accordance with the prescribed State and County Health agencies, but in no case will be permitted to remain or be used on said property for a period of time longer than thirty-six (36) months. Modular home or mobile homes shall not be permitted. Unlicensed automobiles, trucks, abandoned machinery and building materials will not be permitted to be stored on the premises at any time unless such items are placed totally out of view in a structure of a type and design as previously approved by the Committee. The ecological and aesthetic integrity of all lots herein described will give primary considerations with regard to development, recreational usage, and storage of equipment of all types, grazing, fencing and sanitation. An easement, fifty feet in width and depicted on the plat, shall be maintained adjacent to each lot for the purpose of general access, private access, utility access, hiking trails, bridle paths, recreational uses, etc., peripheral fencing, if desired and approved by the Committee, shall be located in accordance herewith. No structure or other material shall be placed or permitted to remain in any easement or area which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of natural drainage in the easements or area or which may obstruct or retard the flow of water through natural drainage channels in the easements or area. The easement area of each lot and all improvements therein shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

B. Structural Standards. All structures shall be constructed of sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any lot without the approval of the Committee. All structures erected in accordance with this requirement shall be rustic and/or blend harmoniously with the area and other developments within the Subdivisions and shall be approved by the Committee prior to any construction. All structures will be constructed on a permanent foundation of concrete or treated wood.

C. Lot Size. No further subdivision of any of the lots herein described will be permitted without prior written consent by the Association and in no case will any parcel or portion thereof be permitted in a size less than six acres. No structure will be permitted within 50 feet of any easement and/or property line.

D. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

E. Pets. Each residence shall be limited to two (2) dogs and one (1) cat on the premises. Dogs shall be confined or on leashes at all times. Pet owners are responsible to maintain the pets in a manner so as not to create a nuisance for other residents. Existing residents are grandfathered as to existing numbers, but shall not replace excess number.

F. Garbage and Refuse Disposal. Trash, garbage and/or other waste shall not be kept except in concealed sanitary, bear-proof container, prior to removal to properly designated area for the disposal thereof. Bears that get into garbage become a nuisance and usually is destroyed by Game and Fish at some point in the future. In the event that any owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then, the Home Owners Association, trustee or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty days after the owner is billed therefor.

G. Water Supply and Sewerage. No central water or sewerage systems will be provided. Individual systems for each parcel will be required. Owner^s shall hire a reputable well driller familiar with the area and construct/complete the well within guidelines described in the State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to drilling of a water well. Well casing shall extend a minimum of 30 feet below measured static water level.

The proper septic system permit shall be acquired from Albany County prior to construction of the septic system.

5. Annual Fees.

A. Road Maintenance. Residents of Fox Hill Subdivision shall be subject an annual fee for maintenance of roads within the subdivision and sharing in the cost for maintenance on roads entering the subdivision through adjacent subdivisions and private property. Maintenance agreements for roads with the adjacent subdivisions and landowners are in place for the Fox Hill Subdivision. The annual fee will be established by the Home Owners Association and subject to change to accommodate conditions of

the agreements and the costs associated with the roads. Initially the Fee will be \$50 annually.


B. Home Owners shall be subject to liens against their property if payment is not received by January 1 of each year.

Except as provided for hereinabove, all other covenants or provisions in the "Declaration Of Protective Covenants for Fox Hill Subdivision" dated August 14, 2002 shall remain unchanged.

IN WITNESS WHEREOF, this "Declaration Of Protective Covenants For Fox Hill Subdivision" has been executed this August 14, 2002.

FOX HILL SUBDIVISION, Declarant

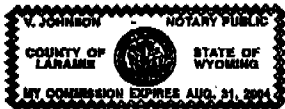

William D. Greene, President


Donna J. Greene, Sec./Tres.

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing "Declaration Of Protective Covenants For Fox Hill Subdivision" was acknowledged before me by William D. Greene and Donna J. Greene in their capacities as officers for the respective members of Fox Hill Subdivision, this 14th day of August, 2002.

Witness my hand and official seal.




Notary Public

My Commission expires: *Aug. 31, 2004*