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No. 612801 filed for record this 7th day of November, 1974, at 3:45 o'clock p.m.

RESERVATIONS AND RESTRICTIVE COVENANTS  
TO FOX BOROUGH SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: Whereas F. E. Woodward, Carlie G. Jebens, F. A. Rummel, Jr., Henry Hewitt, John A. Mac Pherson and Harlan E. Bailey, Tenants in Common, are the owners of the following described real property, located in Albany County, Wyoming:

All of the Northeast one-quarter of the Southwest one-quarter and all of the Northwest one-quarter of the Southeast one-quarter of Section 18, Township 13 North, Range 78 West of the Sixth Principal Meridian, County of Albany, State of Wyoming. Said tract of land containing 79.697 acres more or less.

And desiring to plat and dedicate the same as legal subdivision, does hereby make the following declarations as to reservations, restrictions, limitations and uses to which the lots constituting said legal subdivision may be put, contemplating the development of said land as a residential area and the purchase of lots therein for residential purposes, said lands constituting a legal subdivision in accordance with a plat thereof recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, in the office of the county clerk and Ex-Officio Register of Deeds in and for Albany County, Wyoming. The within restrictions and reservations shall govern the control, ownership, use occupancy and transfer of the lots contained in said legal subdivision under and upon the following terms and conditions.

NOW, THEREFORE, it is hereby declared that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvements and sale of the lands; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their heirs, executors, administrators, successors and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

1. NAME AND PLAT: The name of this subdivision shall be Fox Borough Subdivision and this instrument shall be construed as a part of the plat of the subdivision as though the same were set forth thereon in full.

2. ARCHITECTURAL REVIEW COMMITTEE: The architectural review committee which is vested with the powers described herein shall consist of three (3) persons appointed by the Fox Borough Homeowners Association, Inc. Prior to the commencement of any excavations, construction, remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural review committee two (2) complete sets of building plans and specifications therefore, together with a block or plot plan indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural review committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The committee shall have the right to refuse or approve any such plans and shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. The committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. The second set of said plans shall be filed as a permanent record with the architectural review committee. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required.

3. HOMEOWNERS ASSOCIATION: The "Fox Borough Homeowners Association, Inc.," shall be responsible for the maintenance and repair of all roads serving as access to the lots, enforcement of regulations concerning disposal of rubbish and maintenance of any required fire protection water reserves. The Homeowners Association will also engage the "Architectural Review Committee" and resolve other such private governmental needs as may arise.

For every landowner in Fox Borough, membership is compulsory in the Homeowners Association.

The Fox Borough Homeowners Association is a non-profit corporation which the purchase of a lot or lots provides automatic membership. The governing body of the Association will be a Board of Directors elected by the owner-members.

The Association will have two membership rating classifications. All owners with the exception of the developers are entitled one vote per lot as "Class A" members. The developer shall be entitled to three votes for each lot owned as a "Class B" member. When the total votes outstanding in the "Class A" membership shall equal the total votes outstanding in the "Class B" membership, the "Class B" membership votes shall cease and become "Class A" memberships.

The annual budget of the Association is established by the Board of Directors and a monthly assessment is then established for each member on a prorated basis. However, as circumstances change, the financial requirements will vary, necessitating re-evaluation of assessments. Any change in assessment will require a vote of two-thirds of the total membership to enact any increase.

4. DWELLING SIZE AND QUALITY: No more than one dwelling shall be permitted on any one lot. No building or trailer shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure and the grading of the lot have been approved by the architectural review committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No building shall be located on any lot nearer than 50 feet of any lot line.

5: USE: The use of lots herein shall be limited to private residential purposes and no more than one residential unit with out buildings shall be located on any one lot; use and occupancy of the retrospective units shall be limited to one family; no commercial or business use of any of the lots or residential units shall be permitted nor shall any commercial or business activity be conducted within the the legal subdivision.

6. **LIVESTOCK:** No animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial purpose on any tract. Swine are expressly forbidden and none shall at any time be kept on any tract for any purpose. In order to prevent overgrazing, livestock shall be kept in a small corral of not to exceed ten percent of the lot size and only allowed to occasionally graze in remaining native grass area owned and fenced by owner. The architectural review committee's approval is expressly required for the erection and maintenance of buildings and fences for livestock. All animals must at all times be under the control of the owner or owners, and any cost incurred in expelling or impounding stray livestock, including household pets, shall be borne by the owner; and refusal to make such payment shall constitute grounds to file a lien against the personal or real property of said owner of livestock.

7. **SEWAGE:** Sewage shall be disposed of only by and through an on lot sewage system of adequate dimensions and capacity which meets the standards and requirements of the State of Wyoming Health Department. No septic tank or field system shall be nearer than fifty (50) feet to any building lot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the subdivision.

8. **RUBBISH:** No portion of the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and will be removed from the property to an approved public dump facility.

9. **FIRES:** No open fires except small camp fires will be permitted in Fox Borough Subdivision.

10. **SIGNS:** All signs to be displayed to the public view must be approved by the "Architectural Review Committee", except signs used by a builder or developer to advertise the property during the construction and sales period.

11. MINING OPERATIONS: No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any building lot.

12. EASEMENTS: Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for pipes, and conduits for 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.

These covenants are to run with the land and shall be binding on all parties 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 lots or plots has been recorded agreeing to change said covenants in whole or part.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, wither to restrain violations or to recover damages, or both.

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

WITNESS THIS 15<sup>th</sup> DAY OF Oct., 1974.

F. E. Woodward  
F. E. Woodward

Carlie G. JEBENS  
Carlie G. JEBENS

F. A. Rummel, Jr.  
F. A. Rummel, Jr.

Henry H. Hewitt  
Henry Hewitt

John A. MacPherson  
John A. MacPherson

Harlan E. Bailey  
Harlan E. Bailey

STATE OF WYOMING, )  
                                  ) ss  
COUNTY OF CARBON.)

On this 15<sup>th</sup> day of Oct, 1974, before me personally appeared F. E. WOODWARD, CARLIE G. JEBENS, F. A. RUMMEL, JR., HENRY HEWITT, JOHN A. MACPHERSON and HARLAN E. BAILEY to me known to be the persons described in and who executed the foregoing instrument, consisting of six type written pages, and acknowledged that they executed the same as their free act and deed.

Given under my hand and Notarial seal, this 15<sup>th</sup> day of Oct. 1974.



[Signature]  
NOTARY PUBLIC

My commission expires on: NOV. 17, 1977

DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS AND CONDITIONS OF  
FOXBOROUGH SUBDIVISION

THIS DECLARATION is made this 9<sup>th</sup> day of July, 2000, by Foxborough Homeowners Association, Inc., a Wyoming nonprofit corporation, hereinafter called Declarant. Foxborough Subdivision is the following described real property, located in Albany County, Wyoming:

All of the Northeast one-quarter of the Southwest one-quarter and all of the Northwest one-quarter of the Southeast one-quarter of Section 18, Township 13 North, Range 78 West of the Sixth Principal Meridian, County of Albany, State of Wyoming. Said tract of land containing 79.697 acres more or less.

NOW, THEREFORE, Declarant hereby makes the following declarations as to limitations, uses and restrictions to which the specifically above named tracts or any part thereof constituting the real property may be put, hereby specifying that such declarations shall constitute covenants to run with the land specified herein and shall be binding on all parties and persons claiming under them, for the benefit of and limitation of all future owners in said Foxborough Subdivision, and shall inure to the benefit of and be binding upon each successor in interest of the owner thereof, and further declares that all the specified property above described shall be held, used sold and conveyed subject to the following restrictions, covenants and conditions, and easements for the purpose of insuring the use of the property for residential and recreational purposes only, to enhance and protect the value of the real property as highly desirable rural property, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the recreational and rural nature of the property, thereby securing to each site owner the full benefit and enjoyment of his property.

1. HOMEOWNERS ASSOCIATION: The Foxborough Homeowners Association, Inc., shall be responsible for the maintenance and repair of all roads serving as access to the lots, enforcement of regulations concerning disposal of rubbish and maintenance of any required fire protection water reserves. The Homeowners Association will also engage the Architectural Review Committee and resolve other such private governmental needs as may arise.

For every landowner in Foxborough, membership is compulsory in the Homeowners Association.

The Foxborough Homeowners Association is a non-profit corporation, which the purchase of lot or lots provides automatic membership. The



governing body of the Association will be a Board of Directors elected by the owner-members.

The Association will have two membership rating classifications. All owners are entitled to one vote per lot as "Class A" members. "Class B" Members shall be associates or guest members from adjacent property. Class B members shall be assessed 40% of Class A member dues but shall not retain voting rights.

The annual budget of the Association is established by the Board of Directors and a yearly assessment is then established for each member on a prorated basis. However, as circumstances change, the financial requirements will vary, necessitating re-evaluation of assessments. Any change in assessment will require a vote of two-thirds of the total membership to enact an increase.

2. **ARCHITECTURAL REVIEW COMMITTEE:** The architectural review committee, which is vested with powers described herein, shall consist of three (3) persons appointed by the Foxborough Homeowners Association, Inc. Prior to the commencement of any excavations, construction, remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural review committee two (2) complete sets of building plans and specifications therefore, together with two (2) sets of block or plot plans indicating the exact part of the building site the improvements will cover and said work shall not commence unless the architectural review committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. A rough lot plan showing the building site, water system and septic system shall be submitted before any clearing so as to prevent delays to property owners when actual plans are submitted. The committee shall have the right to refuse or approve any such plans and shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property. The committee shall promulgate and maintain the list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. The second set of said plans shall be filed as a permanent record with the architectural review committee. In the event said committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. The postmark date on the envelope will start the thirty (30) days. Answer to landowner will be sent by certified mail with receipt kept for Association records.

3. **DWELLING SIZE AND QUALITY:** No more than one (1) dwelling shall be permitted on any one lot. Any permanent building placed on any plot for living purpose shall be considered as the permanent dwelling. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure and the grading of the lot have been approved by the architectural review committee as to quality workmanship and materials, harmony of existing structures, and as to location with respect to topography and finish grade elevation. All building materials must meet County and State Building requirements. All structures must be of wood or masonry construction. No permanent metal structures will be permitted. Each fireplace must have a spark arrestor. No house trailer (mobile unit) will be permitted on a permanent foundation for living purposes. Camping trailers are permitted during the summer months. No camping trailer will be permitted to be left during the winter months.
4. Driveways into sites shall be curved whenever possible.
5. No building shall be located on any lot nearer than 50 feet to any lot line.
6. Metal sheeting will be acceptable as roofing material as long as the color blends in with the forest. Silver Galvanized roofing is not acceptable.
7. **USE:** The use of lots herein shall be limited to private residential purposes and no more than one residential unit with out buildings shall be located on any one lot; use and occupancy of the retrospective units shall be limited to one family; no commercial or business use of any of the lots or residential units shall be permitted nor shall any commercial or business activity be conducted within the legal subdivision.
8. **LIVESTOCK:** No animals, livestock or poultry of any kind shall be raised, bred or kept for any commercial purpose on any tract. Swine are expressly forbidden and none shall at any time be kept on the tract for any purpose. In order to prevent overgrazing, livestock shall be kept in a small corral of not to exceed ten (10) percent of the lot size and only allowed to occasionally graze in remaining native grass area owned and fenced by owner. The architectural review committee's approval is expressly required for the erection and maintenance of buildings and fences for livestock. All animals must be under control of the owner or owners, and any cost incurred in expelling or impounding stray livestock, including household pets, shall be borne by the owner; and refusal to

make such payment shall constitute grounds to file a lien against the personal or real property of said owner of livestock.

9. **SEWAGE:** Sewage shall be disposed of only by and through an on lot sewage system of adequate dimensions and capacity which meets the standards and requirements of the State of Wyoming Health Department. An Albany County septic system permit is required. No open sanitary facilities shall be permitted. No septic tank or field system shall be nearer than fifty (50) feet to any building lot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged or permitted to drain into any body of water in or adjacent to the subdivision.
10. **RUBBISH:** No portion of the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and will be removed from the property to an approved public dump facility.
11. **FIRES:** With the exception of small campfires, no open fires will be permitted in Foxborough Subdivision.
12. **SIGNS:** All signs to be displayed to the public view must be approved by the Architectural Review Committee, except signs used by a builder or developer to advertise the property during construction and sales period.
13. **MINING OPERATIONS:** No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any building lot.
14. **FIREARMS AND FIREWORKS:** The discharge of firearms and the use of fireworks are prohibited within the boundaries of the Foxborough subdivision.
15. **EASEMENTS:** Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for pipes, and conduits for 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.
16. **HUNTING:** No hunting will be allowed within the boundary of the subdivision.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then landowners of the lots or plots has been recorded agreeing to change said covenants in whole or part.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, wither to restrain violations or to recover damages, or both.

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

WITNESS THIS 9<sup>th</sup> DAY OF July, 2000,

B1L1 EMMONS Neal Emons

B1L2 SITZMAN Beverly A. Sitzman

B1L3 HILL Gerald V Hill

B1L4 HEGGIE \_\_\_\_\_

B1L5 PHILLIPS B.L. Phillips

B1L6 BROMMER Charles Brommer

B2L1 DADDOW Richard C. Daddow

B2L2 ROBACKER \_\_\_\_\_

B2L3 JONES \_\_\_\_\_

B2L4 SNYDER \_\_\_\_\_

B2L5 BROWN Jeff Brown

B2L6 HUDSON Jan Felt

B3L1 HAVNER Madonna Havner

B3L2 SMITH [Signature]

B3L3 BALFOUR [Signature]

B4L1 ESSER \_\_\_\_\_

B4L2 LAURENT \_\_\_\_\_

B4L3 HANSON Eleanor Hanson

B4L4 LARSON Rod + Ingrid Larson

B4L5 WILLIAMS Donald E. Williams

B4L6 STEPHENSON \_\_\_\_\_

B4L7 BOHLEN Charles A. Bohlen

B4L8 HAYS \_\_\_\_\_

B4L9 RAUCH \_\_\_\_\_

B4L10 SESLAR [Signature]

B4L11 BUTLER \_\_\_\_\_

B4L12 ORTEGA Jesse Ortega

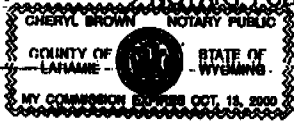
STATE OF WYOMING,)  
:SS  
COUNTY OF ALBANY,)

On this 9<sup>th</sup> day of July, 2000, before me personally appeared the above individuals to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and Notarial seal, this 9<sup>th</sup> day of July, 2000.

[Signature]

NOTARY PUBLIC



My commission expires on: \_\_\_\_\_