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STATE OF WYOMING )  
 ) SS:  
COUNTY OF LARAMIE )

To  
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
FOX MEADOWS**

KNOW ALL MEN BY THESE PRESENTS, that Fox Meadows Inc., a Wyoming Corporation organized under the laws of the State of Wyoming, being the owner in fee simple of all the real property in the Record of Survey known as FOX MEADOWS, does hereby covenant, agree and make the following Declaration of Protective Covenants:

**ARTICLE I: INTENT AND SCOPE OF COVENANTS**

Section 1: *Intent.* This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the subdivision, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of the FOX MEADOWS Record of Survey.

Section 2: *Scope.* This Declaration of Protective Covenants applies to all of Tracts 1 through 16, FOX MEADOWS Record of Survey situated in the South 1/2 of Section 33, and the South 1/2 of Section 34, Township 15 North, Range 68 West of the 6<sup>th</sup> P.M., Laramie County, Wyoming; and Tracts 17, 18, 19 & 20, FOX MEADOWS Record of Survey situated in the North 1/2 of Section 3, Township 14 North, Range 68 West of the 6<sup>th</sup> P.M., Laramie County, Wyoming.

**ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS**

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article IV of this Declaration of Protective covenants.

Section 2: "Declarants" shall mean and refer to the members of Fox Meadows Inc. executing this Declaration of Protective Covenants.

Section 3: "Owners" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to any Tract (or in the event of a "Contract for Deed" transaction involving any Tract, the Purchaser(s) thereunder), but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 4: "Record of Survey" shall mean all of the real property within FOX MEADOWS subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

**ARTICLE III: USES AND RESTRICTIONS**

Section 1: *Principal Use:* It is intended that the Tracts within the Record of Survey shall be used and occupied as rural "ranchette" residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: *Nuisances.* No noxious or offensive activities constituting a nuisance shall be permitted on any Tract with the Record of Survey. For purposes of this section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section, the following activities upon any Tract shall be deemed a nuisance per se: discharging fireworks; discharging firearms and/or hunting; operating all-terrain vehicles (ATVs) or other off-road recreational vehicles within the Subdivision (except upon the public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle in a manner so as not to disturb the serenity of the area).

Section 3: *Commercial Enterprise:* No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract within the Record of Survey.

**Section 4: Home Occupations.** Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all City and/or County zoning regulations applicable to home occupations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition to, and notwithstanding anything in the City and/or County zoning regulations to the contrary, all home occupation uses within the Record of Survey shall be in compliance with the following restrictions:

(A) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

(B) No storage or display of business materials, goods, supplies, or equipment tractors and/or other heavy equipment shall be visible from the outside of any structure located on the property.

(C) There shall be only incidental sales of stocks, supplies or products to customers and/or clients on the premises; however, catalogue, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.

(D) Employees working on the site of the home occupation shall only be bonafide and full-time residents of the home dwelling, which is situated on the Tract.

(E) Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupations upon any Tract within the Record of Survey:

(1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s) – including maintenance, repair, refurbishing, rebuilding – as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.

(2) Massage parlors/Technicians.

(3) Any other home occupation which is determined as noxious, offensive, or annoying by the written vote of no less than seventy-five percent (75) of the then record Owners of the Tracts within the Record of Survey.

**Section 5: Dumping/Trash.** No Tract shall be used or maintained as a dumping or storage ground for rubbish, scrap, debris or junk including, but not limited to, junked cars, appliances, building materials, etc. Trash, garbage, or other waste shall be kept only in sanitary containers, which are emptied on a regular basis. No outdoor burning of trash or any other rubbish is permitted. A Tract Owner bears the responsibility to ensure at all times that no trash, debris or material of any kind be allowed to blow off the Tract.

**Section 6: Excavation.** No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract.

**Section 7: Vehicles.** No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways, which serve the Record of Survey. It is encouraged that RVs, fifth-wheels, camp trailers, horse trailers, boats, boat trailers and the like be parked in garages and/or approved outbuildings, however, the outdoor parking of no more than two (2) of said types of vehicle shall be permissible provided said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any house. Unlicensed, unused, stripped-down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers are prohibited. Commercial two-axle vehicles, which are twenty (20) feet in length or greater are not permitted to park anywhere within the Record of Survey.

**Section 8: Mobile Homes and Relocated Homes Prohibited.** All home construction shall be new, on site, construction and no mobile homes and/or modular homes shall be permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted.

Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporarily or permanently. This covenant shall not restrict the home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises for an unreasonable length of time. Said temporary construction tool shed or shelter will not be allowed to remain on a site more than 12 months after the date which construction is started.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Tract Except as follows: (1) The signs advertising the initial offering of Fox Meadows; (2) One sign of not more than 5 square feet advertising the property for sale or rent; and (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only, (4) Signs of no more than 12 square feet to identify property ownership.

Section 11: Single Family Homesites/further Division Restriction. No structure other than one private single-family dwelling together with a private garage and/or appropriate outbuildings and barns as provided for herein after shall be erected, placed, or permitted to remain on any of the Tracts. **No Tract within the Record of Survey may be further divided into smaller Tracts.**

Section 12: Antennas and Satellite Dishes. One (1) television antenna (and/or a specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height. Television satellite dishes two feet (2') or less in diameter which are affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable without prior committee approval.

#### **ARTICLE IV: ARCHITECTURAL CONTROL**

Section 1: Architectural Control Committee. An Architectural Control Committee for the Subdivision is hereby constituted. The initial Committee shall consist of David Berry and Larry Sutherland. All notices to the Committee required herein shall be sent to:

Architectural Control Committee-Fox Meadows  
C/O Larry Sutherland  
6106 Yellowstone Road  
Cheyenne, Wyoming 82009

All committee actions or decisions shall be by majority vote. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member (s) shall have full authority to designate a successor in which case notice of the successor's identity shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: Submission to Committee. No home, outbuilding or barn shall be constructed or erected on any Tract within the Record of Survey until submission requirements in the following Section have been complied with and the Committee has approved the submission data.

Section 3: Submission Requirements. Prior to the initial construction of a home, outbuilding or barn, the Owner must submit the following data to the Committee:

a. A plan for the proposed home, outbuilding or barn which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing the external colors and materials including the roofing material.

b. A site plan of the Tract showing the location of all proposed structures, well and septic system.

c. Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.

**Section 4: Approval Standards and Procedures.** The Committee shall consider the submission data in light of the requirements, restrictions, intent and spirit of the Declaration of Protective Covenants. Approval shall be based upon, among other things: compliance with the terms provided for in Article V entitled "Standards Relating to Improvements;" reasonable aesthetic appeal (including colors, materials and designs); the proposed location of the home or outbuilding in relation the topography, the roads, and the adjacent Tracts; and conformity and harmony of the proposed home or outbuildings and/or the use of the Tract with the intent and spirit of all provisions in this Declaration of Protective Covenants.

The committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any submitted plans, the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial.

**The Committee or its representative shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any approval or disapproval by the Committee or its representative with respect to any submission made pursuant to this Article.**

**Section 5: Renovations.** No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving Committee approval of the same after complying with Article IV, Section 3, hereinabove.

**Section 6: Commencement and Completion of Approved Construction.** Once construction begins, any home or improvements or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless the Committee establishes a longer period at the time of the approval of the construction plans.

#### **ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS**

**Section 1: General.** The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within the Record of Survey.

**Section 2: Minimum Square Footage.** The principal dwelling on any Tract must have a minimum fully enclosed ground-floor area devoted to living purposes of no less than sixteen hundred (1600) square feet; except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than two thousand (2000) square feet. Said minimum square footage standards are exclusive of basements, walkout basement, porches, terraces and attached garages.

**Section 3: Additional Criteria for Home Exterior.** Unless otherwise approved by the Committee in writing, a home constructed on any Tract must have no less than twenty percent (20%) of the exterior surface covered with appropriate masonry, stone, and/or dryvit® (or similar type of exterior insulated finish system), exclusive of fireplace chimneys. Roofing materials must be approved by the Committee and may include "T-lock" and/or laminated asphalt shingles with minimum twenty-five year manufacturer warranty, shake shingles, Woodruff® shingles (or equivalent brand), tile, or other roofing products approved by the Committee.

**Section 4: Attached Garages.** All dwellings on any Tract shall have no less than a three- (3) car attached garage.

**Section 5: Location and Orientation of Improvements/Minimum Building Setbacks.** A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article IV hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee taking into account, among other things, the topography of the particular Tract, the views, and the desire to maintain a maximum degree of symmetry, harmony, and balance among all improvements situated within the Record of Survey. Inasmuch as each Tract and the intention of each Owner for construction there on presents a unique setting, each site-plan shall be evaluated and approved by the Committee on a case-by-case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case by case evaluation by the Committee during the approval process.

With respect to the location of improvements upon a Tract, the minimum setback for all property lines is to be 120 feet.

With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems.

An Owner may combine two or more Tracts as a homesite subject to the following considerations: An Owner combining two or more Tracts as a homesite must carefully consider the placement and location of any home dwelling, outbuildings and/or barns to be constructed upon the combined tracts in light of the possible future separation and sale of the combined Tracts individually. In these regards, when selling individual Tracts that were previously combined, each Tract (when separated) is subject to the minimum setback requirements as set forth hereinabove. Furthermore, these covenants prohibit the erection of an outbuilding and/or barn prior to the construction of a residence (see Article V, Sections 6 and 7 hereinafter). Similarly, an Owner who has combined two or more Tracts as a homesite and who has constructed a home dwelling on one of the Tracts and an outbuilding and/or barn on the other Tract, may not separate the Tracts for individual sale unless demonstrating to the satisfaction of the Committee that a residence shall also be timely constructed upon the Tract with the outbuilding and/or barn. The purpose of the preceding provision is intended to prohibit the use of an outbuilding and/or barn if the Owner does not also reside in a home dwelling upon the Tract. Notwithstanding anything hereinabove to the contrary, the interior lot lines of combined Tracts may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel if the combined parcel is not, thereafter separated.

**Section 6: Outbuilding.** No more than two (2) outbuildings (including barns) shall be permitted on any Tract. Unless otherwise approved by the committee in writing, the maximum size of any outbuilding shall be 3600 square feet and the maximum height of the sidewalls and/or eaves of any outbuilding shall be 16.00 feet.

The distance and location of an outbuilding in relation to the home and other improvements must be approved by the committee, the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding shall not precede, but may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no outbuilding may be utilized until the residence is complete and occupied.

Any plan for an outbuilding must be submitted and approved by the Committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in Section 3 above) do not apply with respect to outbuildings. The Committee shall permit engineered prefabricated metal buildings subject to approval.

**Section 7: Barns.** In addition to an outbuilding as provided for in the preceding section, one (1) barn/stable facility shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any barn/stable facility shall be 3600 square feet and the maximum height of the sidewalls and/or eaves of any barn/stable facility shall be 16.00 feet. Exceptions can be granted by the Committee on a case by case basis.

The distance and location of a barn/stable facility in relation to the home and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. Construction of any barn/stable facility shall not precede, but may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no barn/stable facility may be utilized until the residence is complete and occupied.

Any plan for a barn/stable facility must be submitted and approved by the committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in section 3 above) do not apply with respect to barns. Engineered prefabricated metal barns shall be permitted subject to approval by the Committee.

**Section 8: Tract Approaches and Protection of Ground Cover.** An approach for vehicular traffic onto a Tract must be installed at the commencement of any construction upon said Tract in order to protect the shoulders of the road and the natural turf. The approach must be permitted and built to county standards for Laramie County, Wyoming. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover.

**Section 9: Utility Connections.** All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

Section 10: Fences. Privacy fencing and/or boundary fencing is allowed subject to Committee approval. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include sheep wire, or steel "T-posts" unless approved by the Committee. Owner must keep fencing in a state of good repair and must promptly remove any accumulation of trash and/or debris against the same.

Section 11: Maintenance of Homes and Improvements. All Owners shall maintain or provide for the maintenance of homes and improvements upon their Tracts. Tracts shall be kept free from noxious weeds which, in the reasonable opinion of the Committee, constitute a nuisance or are likely to spread to neighboring property.

Section 12: Outside Flood/Area Lights. Unless otherwise approved by the Committee, only two (2) freestanding light poles for automatic all-night flood/area lighting, of the type available through Xcel Energy, is acceptable on any Tract. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, outbuildings and /or barns.

Section 13: Rebuilding or Restoration. If any residence or other improvement is destroyed in whole or in part by fire, windstorm or from some other cause, it must be rebuilt or all debris must be removed and the Tract restored to a sightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time- not to exceed one (1) year after the date the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

#### **ARTICLE VI: LANDSCAPING**

Section 1: Landscaping. In order to enhance each Tract and homesite and to promote a harmonious and integrated appearance among all Tracts, the following minimum landscaping standards shall apply:

A. Trees. Within two (2) years after the completion of construction of the primary residence, an Owner shall plant and maintain no less than ten (10) trees of any variety which have the following minimum height requirements: Any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than the minimum height requirements in addition to the required ten (10) trees, which meet the minimum height requirements. No unsightly shelter or wind protection from trees such as used tires or as otherwise determined by the Committee shall be permitted. Any dead trees shall be removed from the premises.

In addition to above, no less than 150 evergreen trees must be planted, which may be seedlings and planted and maintained in shelter belt rows.

B. Turf/Yards. Soil immediately surrounding a homesite, which has been disturbed during the construction phases, shall be reseeded with a native turf mix or other grass of Owner's choice within one (1) year after the completion of construction of the primary residence. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

#### **ARTICLE VII: ANIMALS**

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the owner at all times and will not be allowed to run free off of Owner's tract. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance.

Section 2: Horses or Llamas. Horses and/or Llamas shall be permitted on all Tracts within the Record of Survey subject to the following conditions and requirements:



No more than a total of Six (6) horses and/or Llamas, collectively, may be kept for recreational purposes on each Tract. The maximum number of horses and/or Llamas per tract may be exceeded by one (1) horse and/or llama only in the event of the birth of an offspring; however, this exception shall expire after one hundred and eighty (180) days. In any case where an Owner elects to have horses and/or llamas, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated to and approved by the Committee. **Under no circumstances shall extreme and/or severe grazing be permitted.**

The operation of commercial stables and/or riding arenas is prohibited. Approved barn/stables and/or corrals shall be maintained in compliance with the lawful sanitary regulations. Riding arenas, which necessitate the tilling of the soil for the arena bed, must be approved by the Committee and shall be evaluated in terms of the size of the proposed area to be tilled and the location on the particular Tract.

**Section 3: Other Farm Animals.** As a general proposition, other farm animals such as swine, chickens 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.

**Section 4: Other Animals.** Other animals not referred to in Sections 1, 2 or 3 of this Article may be allowed, on a case-by-case basis, subject to Committee approval.

## **ARTICLE VIII: GENERAL PROVISIONS**

**Section 1: Enforcement and Remedies.** These covenants, conditions and restrictions may be enforced by any legal or equitable Owner (s), or by the Committee, or the Declarants and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate, or for 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 these Covenants shall be responsible for the reasonable attorney's fees incurred by the Owner (s), committee, or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of 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 a different provision within these covenants.

**Although it is a right, it is neither the obligation nor the responsibility of the committee or Declarants to prosecute violations of these Covenants on behalf of any Owner(s). Under no circumstances shall an Owner bring any claim, demand or action against the committee or Declarants relating in any way to a violation of the covenants by another Owner.**

**Section 2: Duration and Amendment.** The covenants and restrictions of this declaration of Protective Covenants shall run with and bind the Record of Survey for a term of twenty (20) years from the date this declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners.

This Declaration of Protective Covenants may be amended in whole or in part during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners.

Any termination or amendment to this Declaration of Protective Covenants must also be approved in writing by the Declarants (or their successors) in order to be valid. Any termination or amendment, which has been approved by the Declarants, must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Whenever a vote of the Owners is required in this Declaration of Protective Covenants, an Owner shall be entitled to one (1) vote for each Tract owned. Two or more persons owning a Tract (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

**Section 3: Benefits and Burdens.** The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants and the Owners of the Tracts located within the Record of Survey and their respective heirs, successors, personal representatives and assigns.

**Sections 4: Severability.** Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sections 5. Variances. Variances to any of the covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case-by-case basis. The Committee must approve any and all variances in writing.

**Section 6: No Liability.** Neither Declarants, any member of the Architectural Control Committee, FOX MEADOWS INC, President, David Berry, or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions, in this "Declaration of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance.

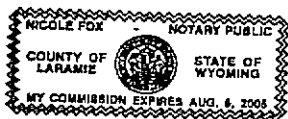
IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 26th day of August 2002.

David Berry, Grantor

David Berry  
David Berry, President

STATE OF WYOMING )  
                                  ) SS:  
COUNTY OF LARAMIE )

The foregoing "Declaration of Protective Covenants for FOX MEADOWS" was acknowledged before me by David Berry, President, in his capacity as owner and/or officer of the respective Fox Meadows, Inc., A Wyoming Corporation \_\_\_\_\_ this 26th day of August 2002.



Witness my hand and official seal.

Nicole Fox  
Notary Public

My commission: August 6, 2005

This instrument filed for record by First American Title Insurance Co. on 2/9/2004 at 3:56 PM. Instrument No. 378433. Page 1 of 3.

**AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
FOX MEADOWS**

**WHEREAS**, Fox Meadows, Inc., a Wyoming corporation, Brett Bauman and Tamara Bauman, are the recorded owners in fee simple of fourteen (14) tracts of the real property in the Record of Survey known as FOX MEADOWS; and

**WHEREAS**, Fox Meadows, Inc., Brett Bauman and Tamara Bauman wish to amend the Declaration of Protective Covenants for Fox Meadows executed August 26, 2002 and recorded August 29, 2002 as reception number 329660 in Book 1668, Page 503 of the records of the Laramie County Clerk (hereinafter the "Declaration of Covenants"); and

**WHEREAS**, this written instrument amending the Declaration of Covenants (hereinafter the "Amendment") is hereby executed by two-thirds (2/3) or more of the present recorded owners of Fox Meadows pursuant to Article VIII, Section 2 of the Declaration of Covenants; and

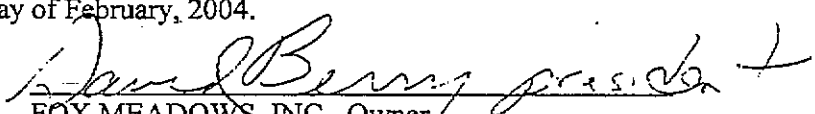
**WHEREAS**, pursuant to Article VIII, Section 2, written approval of this Amendment by the Declarant of the Declaration of Covenants is attached hereto;


**NOW THEREFORE**, Fox Meadows, Inc., Brett Bauman and Tamara Bauman hereby agree to amend and restate the Declaration of Covenants as follows:

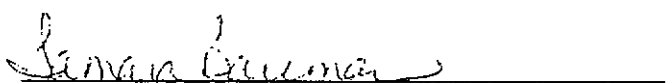
Article I, Section 2 shall be amended to read:

"Scope. This Declaration of Protective Covenants applies to all of Tracts 1 through 16, FOX MEADOWS Record of Survey situated in South 1/2 of Section 33, and the South 1/2 of Section 34, Township 15 North, Range 68 West of the 6th P.M., Laramie County, Wyoming. Tracts 17, 18, 19 and 20, FOX MEADOWS Record of Survey situated in North 1/2 of Section 3, Township 14 North, Range 68 West of the 6th P.M., Laramie County, Wyoming, are specifically excluded from this Declaration of Protective Covenants."

**IN WITNESS WHEREOF**, this Amendment to Declaration of Protective Covenants for Fox Meadows has been executed this 6<sup>th</sup> day of February, 2004.

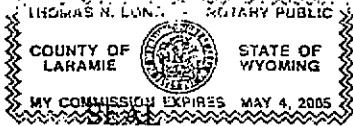
  
FOX MEADOWS, INC., Owner  
BY: David Berry, President and Owner

  
Brett Bauman, Owner

  
Tamara Bauman, Owner

STATE OF WYOMING )  
 ) SS  
COUNTY OF LARAMIE )

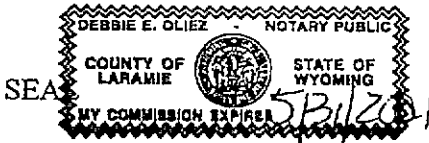
The foregoing "Amendment to Declaration of Protective Covenants for Fox Meadows" was subscribed, sworn to and acknowledged before me by David Berry, President, in his capacity as owner and/or officer of the respective Fox Meadows, Inc., a Wyoming Corporation, this 6<sup>th</sup> day of February, 2004. Witness my hand and official seal. My commission expires: 5/4/05.



Thomas N Long  
Notary Public

STATE OF WYOMING )  
 ) SS  
COUNTY OF LARAMIE )

The foregoing "Amendment to Declaration of Protective Covenants for Fox Meadows" was subscribed, sworn to and acknowledged before me by Brett Bauman, this 6<sup>th</sup> day of February, 2004. Witness my hand and official seal. My commission expires: 5/31/2004

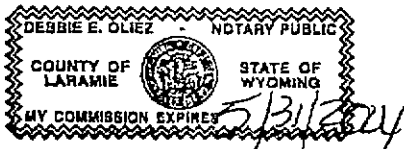


Brett Bauman  
Notary Public  
Debbie E Oliez

STATE OF WYOMING )  
 ) SS  
COUNTY OF LARAMIE )

The foregoing "Amendment to Declaration of Protective Covenants for Fox Meadows" was subscribed, sworn to and acknowledged before me by Tamara Bauman, this 6<sup>th</sup> day of February, 2004. Witness my hand and official seal. My commission expires: 5/31/2004

SEAL

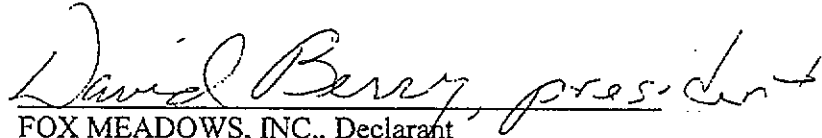


Tamara Bauman  
Notary Public  
Debbie E Oliez

**DECLARANT'S APPROVAL OF AMENDMENTS**

As president and sole owner of Fox Meadows, Inc., the Declarant of the Declaration of Protective Covenants for Fox Meadows executed August 26, 2002 (the "Declaration of Covenants"), I, David Berry, hereby approve the amendments to the Declaration of Covenants as executed February 6, 2004, pursuant to Article VIII, Section 2 thereof.

Dated this 6<sup>th</sup> day of February, 2004.

  
FOX MEADOWS, INC., Declarant  
BY: David Berry, President and Owner