

STATE OF WYOMING    )  
                                  ) §  
COUNTY OF CAMPBELL)

**TO THE PUBLIC:**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
FOX RIDGE SUBDIVISION**

THIS DECLARATION is made on the day hereinafter set forth by Fox Ridge, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Campbell County, Wyoming, described herein.

**ARTICLE I  
DEFINITIONS**

1. The "Declarant" shall mean Fox Ridge, LLC.
2. The "Land" shall mean the following described real property located in Campbell County, Wyoming:

The Fox Ridge Subdivision, according to the official plat thereof filed for record October 2, 2007, in Book 8 of Plats, Page 314 of the records of Campbell County, Wyoming.

The Land is also collectively referred to as "The Fox Ridge Subdivision."

3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.
4. The "District" shall mean The Fox Ridge Improvement and Service District, a Wyoming improvement and service district formed pursuant to W.S. §18-12-101 et seq., which has the power, duty, and responsibility of maintaining public roadways in the Land and collecting assessments for said maintenance and any other services supplied by the Association.
5. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.

6. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions For The Fox Ridge Subdivision contained in this document.

## **ARTICLE II PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarant desires to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarant hereby declares all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE III THE FOX RIDGE IMPROVEMENT AND SERVICE DISTRICT**

Declarant is forming the Fox Ridge Improvement and Service District pursuant to W.S. §18-12-101 et. seq. The roadway easements located within the Land are subject to the District. All maintenance and repairs to the roadway easements located within Fox Ridge shall be the mutual responsibility of all Tract Owners and shall be paid by each Tract Owner as assessed by the District. Should the Tract Owner not pay his/her share of any assessment, then the District shall have a lien against the Tract in addition to the statutory lien as provided for in W.S. §18-12-119, and any amendment thereof and any remedies provided for in this Declaration.

## **ARTICLE IV GENERAL RESTRICTIONS ON ALL TRACTS**

1. Use. Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes. No business, commercial, industrial or manufacturing activity is permitted, whether or not conducted for profit. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences for residential purposes only.

2. Building Restrictions/Construction.

A. No more than one single-family residence shall be constructed on any Tract.

B. All housing shall meet RR zoning regulations. All manufactured housing or mobile homes must meet the following requirements: (i) brand-new, never lived in prior to locating within the subdivision; (ii.) contain a minimum of 1494 square feet; (iii.) a

roof with an overhang and a soffit; (iv.) skirting comparable to the siding; and (v.) no single-wide mobile homes will be allowed.

The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet. All construction shall be completed with eighteen (18) months of ground breaking.

C. All construction, including utilities, shall meet the building codes for Campbell County and any other governing agency on the date of commencement of said construction.

D. All outbuildings, such as barns, stables or sheds, shall be stick built, log, or pole barn construction. Outbuildings' exteriors shall be wood or colored metal that is esthetically consistent with the residence on the Tract and shall not be tar paper, unpainted corrugated tin, or slab wood.

#### **ARTICLE V MINIMUM SETBACK REQUIREMENTS**

Each structure on a Tract must conform to RR zoning setback distance measured from any Tract boundary line to the nearest wall of a structure.

#### **ARTICLE VI LANDSCAPE DEVELOPMENT**

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

#### **ARTICLE VII VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. Un-licensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles may not be stored on the Land unless they are parked in approved outbuildings. Truck-tractors and/or semi-tractor trailers and/or commercial multi-axle vehicles, which are twenty-two (22) feet in length or greater are not permitted to park anywhere within the Land, excepting horse trailers and camper trailers owned by the Tract Owner.

#### **ARTICLE VIII SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be located, constructed and maintained in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

**ARTICLE IX  
PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing or using the property in such a manner that creates or permits erosion or other waste shall be considered a nuisance.

**ARTICLE X  
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE XI  
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, travel trailer, motor home, basement, tent, shack, garage or other building shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

a. An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to two separate thirty-day (30) periods per calendar year, provided that the motor home or travel trailer is removed from the Tract for at least ten days between the periods of location and occupancy.

b. An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed six (6) months during the term of construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

**ARTICLE XII  
OWNER LIABLE FOR LESSEE**

Any Owner who leases any interest in a Tract shall be responsible for assuring compliance by the Lessee with all provisions of these Covenants and any assessments by the Improvement and Service District. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIII  
FENCES**

Any boundary fences constructed on a Tract shall be rail (steel or wood) or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction. Fences shall be kept in good repair at all times.

**ARTICLE XIV  
SIGNS**

The Declarant may place a sign at each entrance to the Land advertising the name of Fox Ridge Subdivision. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs.

**ARTICLE XV  
OTHER PROHIBITED USES**

1. Business Use. No part of a Tract shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, retail stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, construction yard, or other place of amusement. Owners may operate a business office, in home business, such as a beauty shop or internet business

2. Hunting. No hunting shall be allowed on any Tract.

3. Firarms. Firarms may not be discharged on the land.

**ARTICLE XVI  
MINING AND QUARRYING OPERATIONS**

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

**ARTICLE XVII  
ANIMALS AND LIVESTOCK**

Livestock may be kept on the property. No swine or fowl (chicken, geese, etc.) shall be raised, bred or kept on the Land. All domesticated animals, including household pets, must be restrained from running at large through the Land. No commercial animal breeding operation or livestock feeding operation shall be allowed on the Land.

**ARTICLE XVIII  
NO RE-SUBDIVISIONS**

No Owner may further subdivide a Tract.

**ARTICLE XIX  
RUBBISH AND TRASH COLLECTION**

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract, and shall not be

allowed to accumulate thereon. There shall be no trash burning. Each Tract Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner.

The District shall have the authority to provide for scheduled trash pickup for the Land.

**ARTICLE XX  
MISCELLANEOUS PROVISIONS**

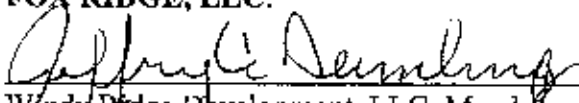
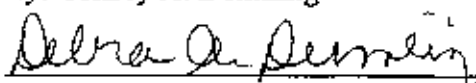
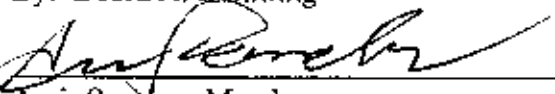
1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

3. Amendments. These Covenants may be amended by a vote of eighty percent (80%) or more of the Tract Owners.

4. Enforcement. Any Tract Owner may institute proceedings at law or in equity to enforce any of the provisions of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages, both actual and punitive, for such violations, and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 17th day of September, 2007.

**FOX RIDGE, LLC:**  
  
Windy Ridge Development, LLC, Member  
By: Jeffrey A. Deimling  
  
Windy Ridge Development, LLC, Member  
By: Debra A. Deimling  
  
Amir Sanchez, Member

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

Acknowledged before me by Jeffrey A. Deimling and Debra A. Deimling, Members of Windy Ridge Development, LLC, member of Fox Ridge, LLC, this 17<sup>th</sup> day of September, 2007.

WITNESS my hand and official seal.



Marilyn K. Randall  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

Acknowledged before me by Amir Sancher, Member of Fox Ridge, LLC, this 17<sup>th</sup> day of September, 2007.

WITNESS my hand and official seal.



Joan M. Cater  
Notary Public

My commission expires:  
May 9, 2008