

1/3-21-78

DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS

FOX PARK SUBDIVISION

THIS DECLARATION is made this 24th day of January, 1978, by Fox Park Development Co., Inc., a Wyoming Corporation, hereinafter referred to as "Declarant".

WHEREAS the Declarant is the owner of certain real property located in Campbell County, Wyoming, and more particularly described in Article III hereof, and

WHEREAS the Declarant desires to create thereon a residential community with permanent common areas and community facilities for the use and benefit of said community, and

WHEREAS the Declarant desires to provide for the preservation of the amenities of said community and for the maintenance of said common areas and community facilities, and to this end desires to subject the real property described in Article III hereof to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof, and

WHEREAS the Declarant has deemed it desirable to create an association which shall have the powers and duties of maintaining and administering such common areas and community facilities and administering and enforcing the covenants and restrictions set out in this Declaration and collecting and disbursing the charges and assessments hereinafter created, and

WHEREAS the Declarant has formed the Fox Park Homeowners Association, Inc., a non-profit corporation without capital stock, under the Laws of the State of Wyoming, for the purposes of carrying out the duties aforesaid,

NOW THEREFORE, the Declarant hereby declares that the real property described in Article III hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

- (a) "Association" shall refer to the Fox Park Homeowners Association, Inc., and its successors or assigns, or, upon merger or consolidation with another corporation or corporations, the corporation surviving such merger or resulting from such consolidation.
- (b) "Common Areas" or "Community Facilities" shall refer to all real property owned by the Association for the benefit, use and enjoyment of its members and the community, together with all improvements located thereon and all personal property incidental thereto which may be owned by the Association.
- (c) "Declarant" shall refer to Fox Park Development Company, Inc., and its successors and assigns if such successors and assigns should acquire from Fox Park

Development Co., Inc., more than one undeveloped Lot for the purpose of development.

(d) " Dwelling " shall refer to any mobile home, building or portion of a building situated upon the Property and designated and intended for use and occupancy as a residence.

(e) " Lot " shall refer to a subdivided parcel which is part of the Property, other than Common Areas or Community Facilities.

(f) " Member " shall refer to every person or persons or entity which holds membership in the Association.

(g) " Mortgage " shall refer also to a Contract for Deed or a Deed to Secure Debt and " Mortgagee " shall refer to the holder of record of any such security instrument.

(h) " Owner " shall refer to the record owners, whether one or more persons or entities, of the fee simple title of any Lot which is part of or located within the Property, including contract sellers but excluding (i) those having such interest solely as security for the performance of an obligation, (ii) Declarant and (iii) the Association.

(i) " The Property " shall refer to all real property, described in Article III hereof and such additions thereto as may hereafter be made pursuant to the provisions of Article III.

ARTICLE II

Let it be known that, there is a potential hazard to buyers (owners) due to noise, blastings, fugitive dust and related coal mining activity which could occur in the Southwest quarter of Section 29, Township 59 North, Range 71 West of Campbell County, Wyoming. The coal leases under said land are owned by the Kerr-McGee Coal Corporation and are adjacent to the Northeast corner of Fox Park. All buyers of lots within this subdivision shall be made aware of this potential coal mining activity, and shall sign a disclosure statement as provided by the Declarant.

ARTICLE III

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Campbell County, Wyoming, and is more particularly described in " Exhibit A " attached hereto and by this reference made a part hereof.

Section 2. Additions to Property Subject to Declaration. So long as there are Class B members of the Association additional property may be annexed to the property described in Exhibit A and such annexation shall not require the consent of the Class A Members of the Association, if any. Any additional property so annexed must be adjacent to or in the immediate vicinity of the property described in Exhibit A. The scheme of the within covenants and restrictions shall not be extended to include any such additional property unless and until such additional property is annexed as provided in Section 3 of this Article III.

Section 3. Annexation of Additional Property. Any annexation of additional property made pursuant to this Article III, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Restrictions and Easements among the land records of Campbell County, Wyoming. Such Supplementary Declaration shall extend to scheme of the covenants and restrictions of this Declaration to such annexed property. Such Supplementary Declaration may contain such complimentary additions or modifications to the covenants and restrictions of this Declaration as may be necessary to reflect the different character or use, if any, of such annexed property; provided however, that in no event shall such additions or modifications in the Supplementary Declaration be inconsistent with the provisions of this Declaration. As long as there are any Class D Members of the Association, the Declarant may replat portions of the property consistent with the development objectives of the Declarant.

ARTICLE IV

Section 1. Association Membership. The Association shall have two classes of voting membership:

(a) Every person, group of persons or entity who is an Owner whose Lot is or becomes subject by covenants of record to assessment by the Association shall be a Class A Member of the Association and shall be so recorded in the books of the Association; provided, however, that any person, group of persons or entity who holds an interest in any subdivided parcel designated as a Common Area or Community Facility shall not be a Member on account of such interest. Class A Members shall be entitled to one vote for each Lot of which they are an Owner. If more than one person or entity is an Owner of any Lot, then the Association membership voting right appurtenant to such Lot shall be exercised as such Owners among themselves shall determine; provided however, that no fraction of one vote may be cast by any Member. In the event and so long as such co-Owners of a Lot are unable to agree on the manner in which the vote appurtenant to such Lot shall be cast, then such vote shall not be regarded as an eligible vote and shall not be counted. The vote of any Owner who is a corporation, trust or partner, as the case may be, and unless objection by any other officer, trustee or partner of such Owner is noted at the meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote.

(b) There shall be five hundred twenty (520) Class B Memberships, all of which shall be issued to Declarant or its nominee or nominees. The Class B Member(s) shall be entitled to one vote for each membership held; provided however, that each Class B Membership shall terminate as follows:

(i) one Class B Membership shall be cancelled for each authorized and issued outstanding Class A Membership; or

(ii) all Class B Memberships shall terminate on June 1, 1985; or

(iii) all Class B Memberships shall terminate upon the surrender of all Class B Memberships by the then holders thereof for cancellation on the books of the Association.

Section 2. Organization Prior to Lot Sales. The Association shall be organized and in legal existence prior to the sale of any Lot or Dwelling by Declarant.

ARTICLE V

Section 1. Members' Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) The Association shall have the right, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving, restoring or repairing the Common Areas and Community Facilities and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas or Community Facilities except by resolution approved by a majority of the votes of each class of Members. In the event of a default in and foreclosure of any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by Members and their guests of any Community Facility or any recreational facility within the Common Areas.
- (b) The Association shall have the right to levy reasonably admission charges and other fees on the use by Members and their guests of any Community Facility or any recreational facility situated within the Common Areas.
- (c) The Association shall have the right to take such steps as are reasonably necessary to prevent default in and foreclosure of any mortgage placed on Common Areas or Community Facilities.
- (d) The Association shall have the right to limit the number of Member's guests using the Common Areas and Community Facilities.
- (e) The Association shall have the right to suspend the voting rights and the rights to use of the Common Areas and Community Facilities of any Member and the family and guests of such Member (i) for any period during which any assessment made by the Association against the Lot of such Member remains unpaid and (ii) for any period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association by such Member or the family or the guests of such Member.
- (f) The Association shall have the right to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority, or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by Members; provided, however, that no such dedication or transfer shall be effective unless an instrument establishing such dedication or transfer has been signed by two-thirds (2/3) of the Members of each class and recorded, and unless written notice of the proposed dedications or transfer is sent to every Owner and every first mortgagee or record of a Lot at least sixty (60) days prior to the recordation of such instrument. Except as provided in subparagraphs (a) and (i) hereof and in this subparagraph (f), the

Association shall not have the right to subdivide or convey all or any part of the Common Areas or Community Facilities.

(g) Owners shall have a perpetual easement over any Common Area or Community Facility (i) with respect to such portions of their Dwelling(s) that overhangs said Common Areas or Community Facilities, (ii) for support as to a Dwelling adjacent to Common Areas or Community Facilities, and (iii) for reasonable pedestrian ingress and egress to and from their Lot or Dwelling, and for reasonable vehicular access thereto.

(h) The Association shall have the right to grant easements of enjoyment to Owners of additional property annexed pursuant to Article II hereof.

(i) The Association shall have the right to grant rights-of-way or easements for any public utility purpose to any municipal agency, public utility or to the Declarant for the purpose of the installation or maintenance of such utilities as may be necessary to serve any of the Common Areas or Community Facilities or to serve any Lot; provided however, that such easements or rights-of-way shall not be permanently inconsistent with the enjoyment of the Common Areas and Community Facilities by Members.

Any rights of the Association reserved hereby may be exercised by the Board of Directors of the Association except to the extent to which such rights are directed to be exercised by the Members.

Section 2. Delegation of Right of Enjoyment. Any Member may delegate his right of enjoyment of the Common Areas and Community Facilities to members of his family and his guests and to his tenants who reside within the Property and their family and guests, subject to the provisions of this Declaration and the Articles and By-Laws of the Association.

Section 3. Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in subparagraph (g) of Section 1 of this Article V or in Articles _____ and _____ hereof shall not be suspended for any reason.

ARTICLE VI

Section 1. Covenant for Assessments. Each person, group of persons or entity who becomes an Owner by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual or monthly assessments and (b) special assessments to be fixed, established and collected from time to time, as hereinafter provided. The annual or monthly and special assessments, together with interest thereon and costs of collection, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each assessment, together with interest thereon and costs of collection, shall also be the joint and several personal obligation of the person, group of persons or entity who was the Owner of such Lot at the time when the assessment became due. No portion of the Common Areas or Community Facilities shall be subject to assessment by the Association.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on the Property and in particular for the improvement and maintenance of the properties and of services and facilities related to the use and enjoyment of the Common Areas and Community Facilities and, to the extent herein provided, of the

Dwellings situated on the Property, including, but not limited to the payment of:

- (a) All operating expenses of the Common Areas and Community Facilities including services furnished; and
- (b) The cost of necessary management and administration, including fees paid to any Management Agent; and
- (c) Taxes and Assessments levied against the Association or upon any property which it may own or which the Association is otherwise required to pay; and
- (d) The cost of fire and extended liability insurance on the Common Areas and Community Facilities and the cost of such other insurance as the Association may procure; and
- (e) The cost of furnishing water, electricity, heat, gas, snow removal, garbage and trash collection or other utilities to the Common Areas, Community Facilities, and individual Lots; and
- (f) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve or a reserve for replacements; and
- (g) The cost of repairs, maintenance and replacements of the Common Areas and Community Facilities made by the Association.

Section 3. Assessments. It shall be the duty of the Board of Directors of the Association to determine the amount of the annual or monthly assessment for each Lot. The monthly assessment for any Lot shall become due and payable and a lien against the Lot on the first day of each month, unless the Board of Directors of the Association shall otherwise provide.

Section 4. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may from time to time levy a special assessment for the purpose of defraying in whole or in part the costs of any construction or reconstruction or unexpected repair or replacement of a Community Facility or an improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto; provided, however, that any special assessment shall only be levied by a resolution approved by two-thirds (2/3) of the eligible votes of each Class of Members.

Section 5. Commencement of Assessments. The assessment period for each Lot shall commence on the first day of the month following the conveyance by the Declarant to the Owner of the Lot to which such assessment is appurtenant.

Section 6. Assessment Rate. All Class A assessments for services provided shall be allocated to all Lots in Phase I including those owned by Declarant. After Phase I Declarant shall not be required to pay any assessment on any Lot owned by it unless a dwelling is placed on said Lot.

Section 7. Reserve for Replacement. The Association may establish and maintain a reserve fund for replacements by the allocation and payment periodically to such reserve fund of an amount

to be designated from time to time by the Board of Directors of the Association. Such fund shall be conclusively deemed to be a common expense of the Association. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or of the State of Wyoming or may, in the discretion of the Board of Directors, be invested in obligations which are fully guaranteed as to principal by the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the utility system, the Common Areas and Community Facilities, and improvements thereon, and for operating contingencies of a non-recurring nature. The proportionate interest of any Member in any reserve for replacements shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 8. Assessment Certificates. The Board of Directors shall prepare and maintain a roster of the Lots and the Assessments currently applicable thereto and shall make such roster available for the inspection of Members upon request. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for any assessment a certificate in writing signed by an officer or other authorized agent of the Association, stating whether such assessment is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

ARTICLE VII

Section 1. Non-Payment of Assessment. Any assessment or part thereof levied pursuant to these covenants which is not paid on the date when due or any payments on any assessment allowed to be paid in installments which are not paid on the date when payable, shall be delinquent and the entire unpaid balance of such assessment including all installments thereof shall, together with interest thereon and costs of collection as hereinafter provided, become due and a continuing lien upon the Lot against which such assessment is levied which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The obligation of such Owner to pay such assessment, however, shall also remain his personal joint and several obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the due date thereof or within thirty (30) days after the installment payment dates established by the Board of Directors, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot in the manner provided by law. In either event, the Association shall recover from such Owner or out of the proceeds of foreclosure accrued interest and costs of collection, including but not limited to, reasonable attorneys' fees. No owner may waive or otherwise escape liability for the assessments provided for in this Association by non-use of the Common Areas or Community Facilities or by abandonment or non-use of his Lot or Dwelling.

Section 2. Subordination to First Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage or contract for deed now or

hereafter placed upon any Lot subject to assessment; provided, however, that sale or transfer pursuant to a decree of foreclosure or any proceeding or transfer in lieu of foreclosure pursuant to such mortgage shall not relieve such Lot or Owner from liability for any assessments becoming due after such sale or transfer nor from the lien thereof.

ARTICLE VIII

Section 1. Exterior Maintenance of Dwellings. In addition to maintenance of the Common Areas and Community Facilities, as aforesaid, the Association may, in the interest of the general welfare of the Community and of all Owners provide periodic exterior maintenance upon Lots, or Dwellings thereon, including, but not limited to, periodic painting of exterior building surfaces and trim, repair and maintenance of gutters, downspouts and roofs, care of shrubs, lawns, walks, driveways and other exterior improvements, either upon the written request of the Owner thereof or as and when deemed necessary by the Board of Directors; provided however, no such action other than upon the written request of such Owner shall be taken without prior resolution of the Board of Directors of the Association, and reasonable notice to the Owner of any Lot or Dwelling proposed to be so maintained.

Section 2. Assessment of Cost. The cost of any exterior maintenance performed pursuant to Section 1 of this Article VIII shall be assessed against the Lot upon which such maintenance is done and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable. Such assessment shall be a continuing lien against the Lot and an obligation of the Owner and may be enforced as provided in Article VI of this Declaration.

Section 3. Access at Reasonable Times. For the purposes solely of performing the exterior maintenance required or authorized by this Article VIII, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner of a Lot to enter upon such Lot or the exterior of the Dwelling thereon and to perform such maintenance upon such Lot or Dwelling at any reasonable daylight hour.

ARTICLE IX

Section 1. Prohibited Uses and Nuisances. Except for the activities of the Declarant or others during construction or except with the prior written approval of the Board of Directors:

- (a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling located on the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood, the community or Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device (except such devices as may be used exclusively for security purposes) shall be located, installed or maintained upon the exterior of any Dwelling or upon the exterior of any other improvements which may be constructed upon the Property.
- (b) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling located

BOOK 100 OF THE...

on the Property, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the community or Members. Pets shall be attended at all times and shall be registered, licensed and innoculated as may from time to time be required by law.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Lot.

(d) Garbage, trash and other refuse shall be placed in covered containers at all times. No incinerator shall be kept or maintained upon any Lot.

(e) No dwelling or building shall be located less than 25 feet from each street lot line. No dwelling or building shall be located nearer than five (5) feet to an adjacent Lot unless it requires the use of two or more Lots. No dwelling or building shall be located on any Lot nearer than five (5) feet to the rear lot line. For the purposes of this covenant: eaves, steps, and open porches shall not be construed to permit any portion of a building to encroach upon another Lot.

(f) No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum front building setback line established herein. No chicken, barbed or hog wire fences shall be permitted. Fences of the chain link, decorative wood, or decorative metal construction will be permitted as specified above.

(g) No individual sewage disposal system shall be permitted on any lot, unless system has been designed, located and constructed in accordance with the requirements, standards and recommendations of the Wyoming Public Health Department.

(h) The parking of boats and boat trailers, campers, travel trailers, and other recreational vehicles on the street or on the driveway or on any parking area between the front building line of a residence and the street shall be of a temporary nature and not to be left in such location for storage from one season to another or while not in season use.

(i) Vehicles which are not in running condition or are in a state of dis-repair shall not be parked on the street in front of a residence or on the front driveway or on any parking area between the front building line of the residence and the street for a period of more than twenty-four (24) hours at any one time or as a repeated practice.

(j) No dwelling less than Six Hundred Square Feet shall be placed in the subdivision. Skirting shall be placed on the dwelling within 30 days after being parked on the site.

(k) No Lot shall be divided or subdivided and no portion of any Lot other than the entire Lot shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association.

(l) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(m) No structure, planting or other material which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels, other than sidewalks, shall be placed or permitted to remain upon any Lot.

(n) No Dwelling or other improvements which are located upon the Property shall be permitted to fall into dis-repair and all such Dwellings and other improvements, including lawn and other landscaped areas, shall be maintained in good condition.

(o) There shall be no violation of any rules for the use of the Common Areas or Community Facilities or other rules and regulations consistent with the provisions of this Declaration which may from time to time be adopted by the Board of Directors of the Association, and the Board of Directors is hereby authorized to adopt such rules.

Section 2. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all Members, enter upon any Lot or the exterior of any Dwelling at any reasonable daylight hour for the purpose of inspecting, removing or correcting any violations or breach of any attempted violation of any of the covenants and restrictions contained in this Article IX, or for the purpose of abating anything herein as a prohibited use or nuisance; provided however, that no such action shall be taken without a resolution of the Board of Directors of the Association and after reasonable notice to the Owner of such Lot or Dwelling. No such entry or inspection shall be considered a trespass or otherwise be considered a wrongful act.

ARTICLE X

Section 1. Residential Use. All Dwellings shall be used for residential purposes exclusively, except that a professional office may be maintained in a Dwelling provided that such maintenance and use is in strict conformity with the provisions of any relevant zoning law or regulation.

Section 2. "Professional Office". As used herein, the term "professional office" shall mean a room or rooms used for office purposes by not more than two members of any recognized licensed profession, including doctors, dentists, lawyers, architects, and realtors, but not including medical or dental laboratories. Nothing contained in this Article X or elsewhere in this Declaration, shall be construed to prohibit the Declarant or its agents from the use of any Lot or Dwelling for promotional or display purposes.

ARTICLE XI
Zoning

The provisions of this Declaration shall not be construed to permit any action or use which is prohibited by the Zoning Regulations of Campbell County, Wyoming, or by any other applicable law, rule or regulation of any governmental authority. In this event of any conflict between any of the provisions of this Declaration and such Zoning Regulations or any such law or regulation, then the most restrictive of such provisions shall control.

ARTICLE XII

Section 1. Management Agent. The Association may employ a professional management agent (the "Management Agent"), at a rate of compensation to be established by the Board of Directors of the Association, to perform such duties and services as the Board of Directors shall authorize, including, without limitation:

- (a) collection of the assessments provided for in this Declaration and enforcement of liens therefor in a manner consistent with law and the provisions of this Declaration; and
- (b) care, upkeep, maintenance and surveillance of the Common Areas and Community Facilities; and
- (c) employment of such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and Community Facilities; and
- (d) with the approval of the Board of Directors, promulgation and enforcement of such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Areas and Community Facilities; and
- (e) provision of such other services, including accounting services, for the Association as may be consistent with law and the provisions of this Declaration.

ARTICLE XIII

Section 1. Insurance Proceeds for Losses to Common Areas or Community Facilities. Insurance proceeds for losses to Common Areas or Community Facilities shall be paid to the Association. Such proceeds shall be applied by the Board of Directors to repair or restore the Common Areas or Community Facilities damaged; provided however, that by a resolution approved by two-thirds (2/3) of the eligible votes of each class of Members such proceeds may be used for any other purpose stated in such resolution.

Section 2. Condemnation Proceeds for a Taking of Common Areas or Community Facilities. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or part of the Common Areas or the Community Facilities shall be paid to the Association. Proceeds shall be paid by the Board of Directors to each Owner of a Lot in the proportion which the annual assessment paid or payable by such Owner in the assessment year in which the taking occurs bears to the total annual assessments paid or payable on all Lots in such assessment year; provided however, if in the opinion of the majority of the Board of Directors such a disposition would be inequitable, the Board shall propose to a meeting of Members one or more plans of application and disposition of such proceeds. By a resolution approved by fifty-one percent (51%) of the eligible votes of each class of Members, Members may direct that such

condemnation proceeds shall be applied or disbursed according to a plan proposed by the Board or in any other manner designated in such resolution. If no such plan receives fifty-one percent (51%) of the eligible votes of each class of Members, then the proceeds may be applied and disbursed in the manner determined by the Board of Directors, whose determination shall be binding upon all Members. The Board of Directors shall deduct from any payment of condemnation proceeds to Owners any delinquent assessment(s) owed the Association by any Owner of a Lot.

ARTICLE XIV

Section 1. Rights of First Mortgagees. Other provisions of this Declaration notwithstanding, the Association, the Board of Directors of the Association and the Members shall not without the prior written approval of all first mortgagees of record of Lots:

- (a) abandon the regime of covenants and restrictions established by this Declaration, or
- (b) partition, subdivide, sell or otherwise dispose of Common Areas and Community Facilities, except as may be provided in Sections 1(a) and (i) Article IV hereof; or
- (c) change the method of determining assessments established by this Declaration; or
- (d) resolve to use insurance proceeds for losses to Common Areas or Community Facilities for any purpose other than the repair or restoration of such Common Areas or Community Facilities.

No first mortgagee of record of any Lot shall:

- (a) be required to cure any breach of this Declaration which is not readily curable as to a Lot acquired by such mortgagee by foreclosure or by proceeding or transfer in lieu of foreclosure; provided however, that such mortgagee is liable for all assessments which become due after such foreclosure or proceeding or transfer in lieu of foreclosure; or
- (b) be affected by any amendment to this Declaration unless prior to such amendment all such first mortgagees of record have been given sixty (60) days' advance written notice of the proposed amendment and at least two-thirds (2/3) of such mortgagees have given their written approval to such amendment.

Section 2. Notices of Default. Upon written request therefor, first mortgagees of record shall be given written notice by the Board of Directors of the Association of any default in payment of assessments or in the discharge of other obligations pursuant to this Declaration not cured within thirty (30) days by the Owner of a Lot in which such mortgagee has a security interest.

Section 3. Examination of Records. First Mortgagees of record of Lots shall have the right to examine the books and records of the Association at reasonable times and to obtain upon written request therefor annual reports and financial data prepared by the Association.

ARTICLE XV

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives heirs, successors, and assigns for a term of fifty (50) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended except where permanent easements or other permanent rights or interests are herein created, by an instrument signed by Owners of record of seventy-five percent (75%) of the Lots and placed of record where this Declaration is recorded. No such amendment shall be effective unless written notice of the proposed amendment is sent to every Owner and every first mortgagee of record of a Lot at least sixty (60) days but not more than one hundred and eighty (180) days prior to the recordation of such instrument. No such amendment shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas or Community Facilities herein created. No change of circumstances or conditions shall operate to amend any of the provisions of this Declaration, which may be amended only in the manner hereinabove provided for. None of the provisions of this Declaration shall be construed as a condition subsequent or as creating a possibility of reverter.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration.

Section 3. Notices. Any notice required to be given to any Member or Owner of a Lot to any first mortgagee of record of a Lot pursuant to the provisions of this Declaration shall be deemed to have been given when mailed, by certified mail postpaid, to such Member or Owner or mortgagee at his address as it appears in the records of the Association at the time of such mailing.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Association or any Member or Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity (i) against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, (ii) against any Lot to enforce any lien or covenant or restriction by this Declaration, or (iii) both. The failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any of the with covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.

Section 5. No dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority, or utility.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Captions and Gender: The captions of this Declaration are intended for convenience only and shall not be used to interpret or define the provisions hereof. Wherever the context so requires, all references to the singular shall include the plural and all references to the masculine gender shall include the feminine and, in both instances, vice versa.

IN WITNESS WHEREOF, FOX PARK DEVELOPMENT CO., INC., A Wyoming Corporation, has on the 24th day of January, 1978, caused this Declaration to be executed by Milton L. Coulter, its President, attested by Darrell Coulter, its Secretary, and its corporate seal affixed hereto.

FOX PARK DEVELOPMENT CO., INC.

BY

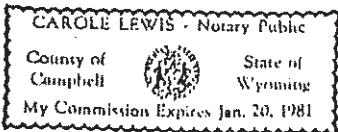
Milton L. Coulter - President

ATTEST:

Darrell Coulter
Darrell Coulter - Secretary

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

On this 24th day of January, 1978, before me the undersigned officer, personally appeared Milton L. Coulter, who acknowledged himself to be the President of Fox Park Development Co., Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President. In witness whereof I hereunto set my hand and official seal.



Carole Lewis
Notary Public

My Commission Expires:

EXHIBIT A

A tract of land located in the NE¼ of Section 31, Township 50 North, Range 71 West of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Commencing at the NE corner of Section 31, T50N, R71W of the 6th P.M., said corner being monumented by a brass cap; thence S 00°11'02" W along the east line of said section 31 for a distance of 330.03 feet to an iron pin and THE TRUE POINT OF BEGINNING; thence continuing S 00°11'02" W along the said section line for a distance of 2,351.71 feet to the east quarter corner of section 31, said corner being monumented by a brass cap; thence N 88°53'45" W along the east-west ¼ line for a distance of 2,610.92 feet to an iron pin which marks the center corner of section 31, T50N, R71W; thence N 00°37'48" W along the north-south ¼ section line for a distance of 2,645.95 feet to the N quarter corner of said section 31, said corner being monumented by a brass cap; thence S 89°06'17" E along the north section line of section 31 for a distance of 1,328.30 feet to an iron pin; thence S 00°06'15" W for a distance of 329.78 feet to an iron pin; thence S 89°06'53" E for a distance of 1,319.61 feet to the TRUE POINT OF BEGINNING.

Said tract contains 149.95 acres, more or less.

STATE OF WYOMING

Campbell County

ss.

Filed for record this 25th day of JANUARY A. D., 1978 at 1:42 o'clock P. M. and recorded in Book 405 of PHOTOS on page 75 Fees \$ 25.00

Viriam E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

Dorothy Baker
4/32/28

456655

AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS

FOX PARK SUBDIVISION

THIS AMENDMENT TO DECLARATION is made this 31st
day of January, 1979, by the owners of record of Fox
Park Subdivision, Campbell County, Wyoming.

WHEREAS Declarant made certain declarations concern-
ing the Fox Park Subdivision on the 24th day of January, 1978,
and

WHEREAS the lot owners of the Fox Park Subdivision
now believe that certain amendments should properly be made
to such Declaration of Covenants, Restrictions and Easements,
and

WHEREAS over seventy-five percent (75%) of said lot
owners have signed and agreed to such amendments,

NOW THEREFORE, the Declaration of Covenants, Re-
strictions and Easements of the Fox Park Subdivision, further
legally described in Exhibit A attached hereto, are hereby
amended as follows:

ARTICLE VI

Section 6. Assessment Rate. All Class A assessments for
services provided shall be allocated to all Lots in Phase I
which have been sold or conveyed by Declarant. All Lots
owned by Declarant shall be exempted from paying any monthly utility
assessment unless a dwelling or structure is placed on any
Lot of Declarant's. Declarant does agree to contribute fi-
nancially to the Fox Park's Homeowner's Association, Inc.
if the Class A monthly assessments are insufficient to pay
normal operating and maintenance expenditures necessary for
operation of the utility system. ~~After~~ ^{utility} After Phase I, Declarant
shall not be required to pay any/assessment on any Lot owned
by it unless a dwelling or structure is placed or erected on
said Lot.

ARTICLE IX

Section 1. Prohibited Uses and Nuisances. Subsection (e)
shall read as follows:

- (e) No dwelling or building shall be located less
than 25 feet from the street curb on the por-
tion of the Lot adjoining any public street.
No dwelling or building shall be located near-
er than five (5) feet to an adjacent Lot unless
it requires the use of two (2) or more Lots.
No dwelling or building shall be located on any
Lot nearer than (5) feet to the rear Lot line.
For the purposes of this covenant: eaves, steps,
and open porches shall not be construed to per-
mit any portion of a building to enroach upon
another Lot.

STATE OF WYOMING

Campbell County

3rd

ss.

day of May

79

1:54

p

464

Filed for record this _____ A. D. 19 _____ at _____ o'clock _____ M. and recorded in Book _____

of _____ Photos on page 474 Fees \$ 11.75

456655

Virvan E. Addison
County Clerk

RECORDED
ABSTRACTED

By *Donna P. ...*

and Easements to be executed by Milton L. Coulter, President of FOX PARK DEVELOPMENT CO., INC.

FOX PARK DEVELOPMENT CO., INC.

By Milton L. Coulter
Milton L. Coulter - President

ATTEST:

Darrell Coulter
Darrell Coulter - Secretary

STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

On this 31st day of January, 1979, before me the undersigned officer, personally appeared Milton L. Coulter, who acknowledged himself as the President of Fox Park Development Co., Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President. In witness whereof I hereunto set my hand and official seal.



Kathryn A. Naylor
Notary Public

My Commission Expires:

AMENDMENT TO DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS

FOX PARK SUBDIVISION

These Amendments to the Declaration of Covenants, Restrictions and Easements are made this 6th day of May, 1979, by the owners of record of Fox Park Subdivision, Campbell County, Wyoming.

WHEREAS, Declarant made certain declarations concerning the Fox Park Subdivision on the 24th day of January, 1978, and amended same on the 31st day of January, 1979, and

WHEREAS the lot owners of the Fox Park Subdivision now believe that certain amendments should properly be made to such Declaration of Covenants, Restrictions and Easements, and

WHEREAS, the lot owners desire to effect a change in the method of adopting amendments to the Declaration of Covenants, Restrictions and Easements, and

WHEREAS, seventy-five percent (75%) of said lot owners have signed and agreed to such amendments.

NOW, THEREFORE, the Declaration of Covenants, Restrictions, and Easements of the Fox Park Subdivision, further legally described in Exhibit A attached hereto, are hereby amended as follows:

Article IX, Section 1 (j) is deleted and the following is substituted in its place to read so that it shall declare as follows:

Section 1 (j). a. All mobile homes placed within Fox Park shall conform with any and all applicable federal, state and local codes and requirements for construction of mobile homes as of the date of such placement. Installation, siting and

set-up of all mobile homes must be in accordance with all applicable federal, state and local codes and requirements in effect at the time of such installation, siting or set-up.

b. All mobile homes placed in Fox Park must have a width of at least twelve feet and not less than six hundred square feet of interior floor space.

c. All mobile homes and accessory structures shall have foundations of sufficient strength to support the required live-loads and actual dead-loads imposed by the mobile home and/or accessory structure based upon accepted engineering design standards. Foundations, tie-downs and other supports shall be provided to withstand the specified horizontal, uplift and overturning wind forces on the mobile home and/or accessory structure based on accepted engineering design standards.

d. Placement of every mobile home and mobile home accessory structure shall be in strict conformity with all zoning and other requirements of Campbell County, including those relating to front, side and rear setback requirements.

e. Each mobile home placed within Fox Park shall be skirted, including covering of any hitches, with skirting material as follows:

1. Minimum of .019 gauge aluminum or steel insert panels and top and bottom runners or tracks. Panels should rest against the bottom of the mobile home.
2. Board and bat depth should be a minimum of $\frac{1}{2}$ inch.
3. One piece top starter runner or frost board should be a minimum of 6 inches in width.
4. Frost heave should have 2 inch clearance.
5. Surveyors stakes or 9 inch - 12 inch steel spikes to be used when anchoring the bottom runners. Stakes or spikes should be at a maximum of four foot intervals and at each corner.
6. One 28 inch wide door should be provided in appropriate place.
7. All skirting shall be installed from the bottom of the mobile home to ground level.
8. All protrusions from the mobile home will be skirted including but not limited to the tongue if not detachable.

9. Skirting to be of attractive design and shall coordinate with your mobile home. Caution should be taken to insure proper bonding agent for paint on the panels.

Each mobile home within Fox Park shall skirting completed within six weeks from placement within Fox Park. Each skirting installation shall include an access door reasonably sufficient for easy access to utilities. All skirting material must be installed according to applicable federal, state and local codes and requirements.

f. All wooden structures and surfaces shall be painted or stained, and maintained in a good state of repair. No exposed bare wood surfaces shall be permitted. All utilities systems, inside and outside of the mobile home and accessory structures shall comply with all applicable federal, state and local codes and requirements. All utility supply lines and devices, and sewer, drain and water lines, shall be entirely underground outward from the edge of the mobile home skirting. Electricity transformers placed by the electrical utility with approval of the Board shall be the only exceptions.

g. No exterior alteration or addition, however slight, except those made by Declarant, may be made to any mobile home or accessory structure without prior written approval of the Board. This paragraph does not apply to or prohibit repairs, maintenance or replacement reasonably necessary utilizing materials of similar quality, quantity, color and texture or previously used materials.

h. If a mobile home is removed from its foundation and not replaced by another mobile home complying in all manner with the terms of this Declaration within thirty days of such removal, the owner of the lot involved shall immediately remove the foundation, additions and mobile home accessory structures, and disconnect and secure all utilities.

i. (aa) No mobile home, mobile home accessory structure, building, fence, wall, hedge or other structure or device shall be erected, placed or altered on any lot in Fox Park until the plans, specifications and plot plans showing the location, elevation and grade lines of the same have been ap-

proved in writing by the Board. Two sets of such plans and specifications shall be submitted to the Board.

(bb) Such plans and specifications shall include specific description and designation of the proposed erection, placement or alteration, including, but not necessarily limited to, the following:

- A. Exterior coloring, appearance, texture and materials;
- B. Floor plans;
- C. Manner and means of installation;
- D. Size and square footage;
- E. Specific location on lot, including reference to lot line setbacks;
- F. Materials and textures to be employed;
- G. Foundations, tie-downs and other supports;
- H. Skirting design, color, material and texture;
- I. Awning number, size, color, material and texture;
- J. Location, configuration and composition of driveway and parking areas on the lot;
- K. Manner, means and location of utility installation;
- L. Height and location of all fences and hedges;
- M. Type, color and texture of roof coating materials;
- N. Type, size and location of landscaping improvements.

(cc) The Board may require, as a condition of or prior to approval, such modifications or alterations as the Board may in its absolute and sole discretion impose as to the structural features involved, the type of building, materials or vegetation use, or other features or characteristics not otherwise expressly and specifically established by any of the provisions of this Declaration, including location with respect to topography and finished ground elevation. The Board may also require that the exterior finish, color, texture and architectural style or character be such as in the sole and absolute discretion of the Board shall be deemed to be suitable in view of the general character and architectural style of Fox Park.

(dd) Should the Board fail to approve or disapprove such plans and specifications within thirty days after

the same have been submitted to in writing, the owner or owners of the lot involved shall notify the Board in writing. If the Board shall fail to approve or disapprove such plans and specifications within thirty days after such notice, then such plans and specifications shall be deemed to have been approved and the owner of such lot may thereafter pursue the same to the extent only that this Declaration expressly permits.

Article IX, Section 1(b) is hereby deleted and the following is substituted in its place so that it shall declare as follows:

Section 1(b). The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby expressly prohibited on any lot or with any dwelling located on the property, and no horse, cow, hog, goat, or sheep or similar animal shall be allowed within the subdivision.

This provision shall not prohibit the keeping of two (2) pets as domestic pets, provided further that when said pets are outside the owners mobile home, said pets are to be kept on a leash or restricted within the owners fenced lots. Any animal creating an annoyance or nuisance or running at large outside of its owners property may be picked up and removed to the County operated pound to be handled as the Campbell County dog warden may prescribe.

Article XI, Section 1(d). The following new provision is added as paragraph (2). It shall be the responsibility of each owner to insure that his lot remains clear and free of all weeds and uncontrolled growth of vegetation.

Article XI, Section 1(h). The following new provision is added as paragraph (2). No trailer, camper, boat or vehicle larger than a one (1) ton truck or similar equipment shall be allowed upon the roads of the subdivision, except with approval

of the board and only if travel solely to and from an approved storage area in an appropriate area set aside within the subdivision for storage of recreational vehicles and equipment. It is expressly forbidden to drive vehicles larger than one (1) ton pickups as a means of transportation to and from work.

Article IX, Section 1(e). The following new provision is added as paragraph (2). No antennas may be constructed within the subdivision at a heighth greater than six (6) feet above the named height of a parked and skirted trailer or mobile home. In no circumstances may said antennas be constructed to a height in excess of sixteen (16) above ground level.

Article XV, Section 1 DURATION AND AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended, waived or modified as to any portion hereof with the written consent of eighty (80%) percent of the lots in the subdivision. No such waiver amendment or modification shall be effective until the proper instrument in writing is executed and recorded in the offices of the Clerk of Campbell County, State of Wyoming.

IN WITNESS WHEREOF, FOX PARK DEVELOPMENT CO., INC., a Wyoming corporation, and the lot owners of Fox Park Subdivision have on this 6th day of May, 1979, caused this amendment to Declaration of Covenants, Restrictions and Easements to be executed by Milton L. Coulter, President of FOX PARK DEVELOPMENT CO., INC.

FOX PARK DEVELOPMENT CO., INC.

Milton L. Coulter
Milton L. Coulter, President

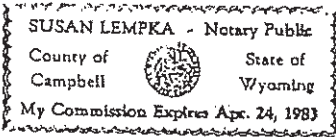
Cheryl Coulter
Cheryl Coulter-Secretary



STATE OF WYOMING }
County of Campbell } ##,

On this 6th day of May, 1979, before me personally appeared Milton L. Coulter, who acknowledged himself as the President of Fox Park Development Co., Inc., a corporation, and that he, as such president being authorized to do so, executed the foregoing instrument, being the Amendment to Declaration of Covenants, Restrictions and Easements of Fox Park Subdivision, dated the 6th day of May, 1979, for the purposes therein contained. Before me also personally appeared Cheryl Coulter, who acknowledged herself as the Secretary of Fox Park Development Co., Inc. and that she as Secretary of said corporation attested and affixed the corporate seal to the foregoing instrument.

In witness whereof I hereunto set my hand and official seal.



Susan Lempka
Notary Public

1 1981 AUG 21 11:00 AM 462936

EXHIBIT A

A tract of land located in the NE $\frac{1}{4}$ of Section 31, Township 50 North, Range 71 West of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Commencing at the NE corner of Section 31, T50N, R71W of the 6th P.M., said corner being monumented by a brass cap; thence S 00°11'02" W along the east line of said section 31 for a distance of 330.03 feet to an iron pin and THE TRUE POINT OF BEGINNING; thence continuing S 00°11'02" W along the said section line for a distance of 2,351.71 feet to the east quarter corner of section 31, said corner being monumented by a brass cap; thence N 88°53'45" W along the east-west $\frac{1}{4}$ line for a distance of 2,610.92 feet to an iron pin which marks the center corner of section 31, T50N, R71W; thence N 00°37'48" W along the north-south $\frac{1}{4}$ section line for a distance of 2,645.95 feet to the N quarter corner of said section 31, said corner being monumented by a brass cap; thence S 89°06'17" E along the north section line of section 31 for a distance of 1,328.30 feet to an iron pin; thence S 00°06'15" W for a distance of 329.78 feet to an iron pin; thence S 89°06'53" E for a distance of 1,319.61 feet to the TRUE POINT OF BEGINNING.

Said tract contains 149.95 acres, more or less.

STATE OF WYOMING

Campbell County

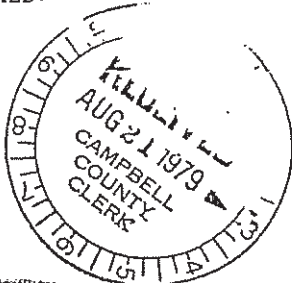
ss.

Filed for record this 21st day of August A. D. 19 79 at 4:44 o'clock P.M. and recorded in Book 477 of Photos on page 383 Fees \$ 20.00 **462936**

Steven E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED ✓

By W. Anthony Parks
Deputy



Received For Record
State of Wyoming
Campbell Co. Clerk

538499

AFFIDAVIT

FOX PARK SUBDIVISION

BE IT RESOLVED this 14th day of November, 1983, the Declaration of Covenants, Restrictions and Easements filed for Fox Park Subdivision together with the amendments as listed below will apply collectively to Fox Park Phase I, Fox Park Phase II, first filing and Fox Park Phase II, second filing.

Declaration of Covenants, Restrictions and Easements-
Recorded 1/25/78 Book 405 of Photos, Page 75

Amendment of Declaration of Covenants, Restrictions and Easements-
Recorded 5/3/79 Book 464 of Photos, Page 474

Amendment to Declaration of Covenants, Restrictions and Easements-
Recorded 8/21/79 Book 477 of Photos, Page 383

STATE OF WYOMING)

Campbell County) ss.

538499

Filed for record this 18th day of November

A.D. 1983 at 11:38 o'clock AM and recorded

in Book 717 of PHOTOS

RECORDED
ABSTRACTED
INDEXED
CHECKED

in page 34 Fees \$ 4.00

Sirvan E. Addison

County Clerk and Ex-Officio Register of Deeds

by Deputy Wendy Decker

Milton L. Coulter

Milton L. Coulter Trust

BY: Milton L. Coulter,

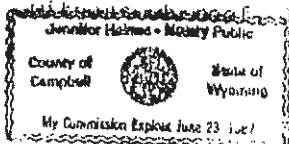
Trustee

STATE OF WYOMING)

) ss.

County of Campbell)

On this 14th day of November, 1983, before me the undersigned officer, personally appeared Milton L. Coulter, who acknowledged himself as the trustee for the Milton L. Coulter Trust, and that he, as such Trustee being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name. In presence of _____ hereunto set hand and official seal.



Sirvan E. Addison
NOTARY PUBLIC

My commission expires: 6/23/87

AMENDMENT TO DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS

639274

FOX PARK SUBDIVISION Phase I
& FILING I PHASE II
& FILING II PHASE II

These Amendments to the Declaration of Covenants, Restrictions and Easements are made this 17th day of July, 1990, by the owners of record of Fox Park Subdivision, Campbell County, Wyoming.

WHEREAS, Declarant made certain declarations concerning the Fox Park Subdivision on the 24th day of January, 1978, and amended same on the 31st day of January, and amended same on the 6th day of May, 1979, and

WHEREAS, the lot owners of the Fox Park Subdivision now believe that certain amendments should properly be made to such Declaration of Covenants, Restrictions and Easements, and

WHEREAS, eighty percent (80%) of said lot owners have signed and agreed to such amendments.

NOW, THEREFORE, the Declaration of Covenants, Restrictions, and Easements of the Fox Park Subdivision, further legally described in Exhibit A attached hereto, are hereby amended to read as follows:

Article IX, Section 1, (h) shall be amended to read as follows:

In order to maintain maximum safety for pedestrians and children, and to facilitate snow removal operations, emergency vehicle use and street maintenance operations the following restrictions shall be applicable to all streets within the subdivision.

1. During periods of time when snow removal operations are necessary, no vehicle of any kind, including boats, trailers, campers, travel trailers, motor bikes or equipment of any kind shall be parked upon or along any street within the subdivision.

2. When snow removal operations are not necessary, automobiles and trucks may be parked along the streets within the subdivision but at no time shall the parking of boats, boat trailers, campers, travel trailers or other recreational vehicles or equipment be permitted to be parked upon or along the streets within the subdivision.

3. The parking of boats, boat trailers, campers, travel trailers and other recreational vehicles or equipment on the driveway of any lot in the subdivision shall be permitted except upon any corner lot within the subdivision when the parking of said object shall impair or restrict the visibility of crossing streets.

STATE OF WYOMING)
)ss
County of Campbell)

On this 17th day of July, 1990, before me personally appeared Darrel Byford, who acknowledged himself as the President of Fox Park Homeowner's Association, Inc., a corporation, and that he, as such president being authorized to do so, executed the foregoing instrument, being the Amendment to Declaration of Covenants, Restrictions and Easements of Fox Park Subdivision, dated the 17th day of July, 1990, for the purposes therein contained. Before me also personally appeared Spring Walker, who acknowledged herself as the Secretary of Fox Park Homeowner's Association, Inc., and that she as Secretary of said corporation attested and affixed the corporate seal to the foregoing instrument.

In witness whereof I hereunto set my hand and official seal.



Julie Jacobsen

Notary Public