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**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
FOX RUN SUBDIVISION, PHASE TWO**

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**TO WHOM IT MAY CONCERN:**

WHEREAS, JS Construction, a Wyoming General Partnership, and Becky Stalder, Partner, are the owners of the following described real property, in the County of Sweetwater, State of Wyoming, to-wit:

***Commencing at the Northwest Section Corner of said Section 33, thence South 52° 9'40" East, 925.48 feet to the Point of Beginning; thence South 50° 28' East, 670.00 feet to a point lying on the northerly right-of-way line of Sweetwater Drive; thence along said Sweetwater Drive right-of-way line South 39° 32' West, 277.48 feet; thence along a curve to the right an arc length of 31.42 feet, through a central angle of 90° 00' and whose radius being 20.00 feet; thence North 50° 28' West, 570.00 feet along the northeasterly right-of-way line of Dewar Drive; thence along a curve to the right an arc length 31.42 feet through a central angle of 90° 00' and whose radius being 20.00 feet; thence North 39° 32' East, 82.48 feet; thence North 50° 28' West, 60.00 feet; thence along a curve to the left an arc length of 31.42 feet, through a cen angle of 90° 00' and whose radius being 20.00 feet; thence North 39° 32' East, 60.00 feet; thence along a curve to the left an arc length of 31.42 feet, through a central angle of 90° 00' and whose radius being 20.00 feet; thence North 39 32' East, 95.00 feet to the Point of Beginning. Said parcel contains 4.46 acres more or less***

AND, WHEREAS, as the owners of said real property, it desires to place protective covenants, and restriction on said real property for the benefit of themselves and future purchasers of said real property to insure the use of the property for attractiveness of the property, to maintain the desired tome of the community, and thereby to secure to each site owner the full benefit and enjoyment of his own home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be permitted.

THE PROTECTIVE COVENANTS HEREINAFTER DESCRIBED SHALL APPLY TO:

**Lots 1 to 17-B, inclusive.**

NOW, THEREFORE, In consideration of the premises, it is provided that the following Protective Covenants, and restrictions, are place upon said real property and becoming a part thereof, said Protective Cove- nants, and restriction shall run with said real property and any and all conveyances of said real property, and every part thereof shall be subject to the following protective covenants and restriction hereinafter set forth and shall be binding upon all persons who shall hereafter acquire title to any of the above described real property and all per- sons claiming under them, for a period of Fifteen (15) years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument is signed by a majority of the then owners of the lots within Fox Run Subdivision, Phase Two, these

protective covenants and restrictions are amended or abolished in whole or part.

- 1) **LAND USE AND BUILDING TYPE.** The lots shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than in concordance with the covenants.
- 2) **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as provided in item 16.
- 3) **BUILDING LOCATION.** All structures shall be located on residential lots in accordance with the set-back requirements of the zoning ordinances of the City of Rock Springs, Wyoming.
- 4) **PARTY WALLS.**
  - a) **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.
  - b) **Sharing of Repair and Maintenance.** The cost of reasonable maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
  - c) **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
  - d) **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
  - e) **Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Article shall be apartment to the land and shall pass to such Owner's successors in title.
- 5) **BUILDING SIZE.** Every detached single family dwelling, exclusive of garages and open porches, erected on any one of the above described residential lots shall have a minimum, finished, habitable floor area above the ground of 1,050 square feet with a one-car garage.
- 6) **BUILDING CONSTRUCTION.** Every detached single family dwelling erected on any one of the above described residential lots shall be of stick frame construction and not pre-fabricated in nature and shall not be of log construction type material.
- 7) **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as set forth in the recorded plat. Within these easement, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which public authority or utility company is responsible.
- 8) **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 9) **TEMPORARY STRUCTURES.** No structure of a temporary character, house trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. This covenant shall not be construed to preclude the placing on any lot any vehicles to be used for recreational purposes.

- 10) **SIGNS.** No signs of any kind shall be displayed for public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 11) **OIL AND MINING OPERATIONS.** No oil drilling, oil development or operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
- 12) **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- 13) **GARBAGE OR REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 14) **AUTOMOTIVE REPAIR ACTIVITY.** No automotive repair activity shall be carried on in the parking areas or street in front of a building site, and A-frames, winches, etc., shall not be displayed for removal of engines. No vehicles shall be parked in the street in an unused condition for more than twenty-four hours, nor parked within the front yard set-back area for more than a seventy-two hour maximum time period.
- 15) **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge or scrub planting which obstructs the sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points eight lineal feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within seventy-five feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.
- 16) **LAWN AREAS.** The area of any lot on which there is not erected any building, driveways, sideways, decks shall be grass or otherwise maintained in a manner approved by the Architectural Control Committee. Each grassed area or otherwise maintained area shall be maintained in a neat and orderly manner, to the satisfaction of the Architectural Control Committee.
- 17) **ARCHITECTURAL CONTROL COMMITTEE.**
- a) Membership - The Architectural Control Committee is to be composed of the following members:
- BECKY J. STALDER - 2712 Commercial Way Rock Springs, Wy 82901**
- RICHARD W. STALDER - 2712 Commercial Way Rock Springs, WY 82901**
- TERRY M. JOHNSTON - 2712 Commercial Way Rock Springs, WY 82901**
- A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor it's designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw the lots from the control of the committee.
- b) Procedure: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or approve within thirty days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 18) **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.



19) **NON-ENFORCEMENT.** Failure by the present owner, the architectural control committee, or any land owner in the subdivision described herein to enforce any restriction, condition, covenant or agreement herein constrained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as one occurring prior or subsequently thereto.

20) **Any City Ordinance or building codes shall take precedence over any of here covenants and regulations if a conflict between any ordinance or code shall arise.**

If the present or future owners of any of the lots in Fox Run Subdivision, Phase Two, or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of these Protective Covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such Protective Covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any of these Protective Covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect. The undersigned reserves the exclusive right to modify or waive these Protective Covenants as to any lot or lots in cases where the undersigned deems it necessary or advisable in unusual circumstances or to prevent hardship.

IN WITNESS WHEREOF: The undersigned being the General Partners of JS Construction and Becky Stalder, owners of Fox Run Subdivision, Phase Two, and duly authorized to execute all documents on behalf of said Partnership, do hereby execute this Declaration of Protective Covenants and Restriction on this 15th day of November, 1994.

By Becky J. Stalder  
BECKY J STALDER  
General Partner

By Richard W. Stalder  
RICHARD W STALDER  
General Partner

By Terry M. Johnston  
TERRY M. JOHNSTON  
General Partner

THE STATE OF WYOMING )  
: ss.  
COUNTY OF SWEETWATER )

The foregoing instrument was acknowledged before me by RICHARD W. STALDER, General Partner and TERRY M. JOHNSTON, General Partner of JS Construction and BECKY J. STALDER, General Partner, owners of Fox Run Subdivision, Phase Two, This 15th day of November, 1994.

Notary Public

Phyllis Johnson

My Commission expires: 8-27-98

