

STATE OF WYOMING)
) ss.
COUNTY OF GOSHEN)

Kirk Hall, Trustee of the Anderson Family Trust established under the Last Will and Testament of Mitchell J. Anderson effective January 8, 2018

TO
THE PUBLIC

**DECLARATION OF PROTECTIVE COVENANTS
OF**

THE PARK SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS that Kirk Hall, Trustee of the Anderson Family Trust established under the Last Will and Testament of Mitchell J. Anderson effective January 8, 2018, the undersigned Grantor of all lands in The Park Subdivision, a subdivision of approximately 24.69 acres, formerly described as shown on Exhibit “A”, attached and incorporated herein (the “Subdivision”), does hereby covenant, agree and make the following declaration of protective covenants (collectively, “the Declaration” or “the Covenants”).

1. Intent. It is the intent of these Covenants to protect Lot owners from development and use of other Lots within the Subdivision which may materially decrease the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; and, to provide for a homeowners’ association and an architectural control committee to govern matters relating to the operation, maintenance and repair and reconstruction of roads, easements and rights of way in the Subdivision.

2. Restrictive Use. All Lots within the Subdivision shall be for rural, residential uses and will be restricted by these Covenants as amended or extended hereafter.

3. Architectural Control Committee. An Architectural Control Committee (the “Committee”) for the Subdivision is hereby constituted. Committee members must be Lot owners and Committee membership terminates if a member is no longer a Lot owner.

A. The Committee is initially composed of Kirk Hall, Trustee of the Anderson Family Trust established under the Last Will and Testament of Mitchell J. Anderson effective January 8, 2018, acting alone. Any and all notices to the Committee required or allowed herein shall initially be sent to: Architectural Control Committee, The Park Subdivision, c/o Kirk Hall, Trustee of the Anderson Family Trust established under the Last Will and Testament of Mitchell J. Anderson effective January 8, 2018, 7286 A Road 45, Torrington, Wyoming 82240. Committee actions or decisions shall be by a majority vote. In the event of a vacancy due to the death, termination or resignation of any Committee member, the remaining members shall have

full authority to designate a successor to fill the remaining term. No member of the Committee shall be entitled to compensation, but each shall be entitled to reimbursement for reasonable expenses incurred for Committee purposes.

B. After the Grantor ceases to hold title to any Lot subject to these Covenants, Grantor, as the initial Committee, shall notify the Association described herein of his resignation effective on the election of three new Committee members. The Association shall then, within sixty (60) days, hold a regular or special meeting to elect a Committee comprised of three (3) Lot owners, who shall then perform each and all of the duties of the Committee contained herein. The initial election of new members to the Committee shall provide for one (1) person to serve a one (1) year term and until their successor is elected and qualified, one (1) person to serve a two (2) year term and until their successor is elected and qualified, and one (1) person to serve a three (3) year term and until their successor is elected and qualified. Committee elections will be conducted by the Association and held at a site in Goshen County, Wyoming, selected by the Association Board. All nominations shall be delivered to the President of the Association in writing at least 20 days before the date set for the election. Only persons holding title to any Lot or Lots subject to this Declaration can make nominations, and the nominator must have the prior consent of the person being nominated. Nominators may nominate themselves. The Association shall give written notice to all Lot owners with the names of all nominees, the time and place of the meeting where the election shall take place and a form of absentee ballot at least ten (10) day before the meeting.. The election shall take place not less than ten (10) nor more than thirty (30) after the mailing of the notice. Absentee ballots must be delivered to the President of the Association on or before the date and before the time of the meeting at which the election takes place. The three (3) candidates with the highest number of written ballots cast shall be deemed elected and take office following the election. Thereafter, the Association shall elect one (1) Committee member each year at the annual meeting of the Association to serve a three (3) year term. Vacancies created between elections shall be filled by the remainder of the Committee or the Board of Directors of the Association, if requested in writing by the Committee.

C. The Committee and its members shall not be liable for damages by reason of any action, inaction, approval or disapproval with respect to any request made pursuant to this provision or any provision in these Covenants; except for actual fraud or willful and wanton misconduct. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the Lot owner(s).

4. Prior Committee Approval Required. No permanent structures, (buildings, barns, sheds or other structures greater than fifty square feet in size) and no fence, barrier or hedge within three feet of a Lot boundary, shall be erected upon any Lot until the Committee approves construction plans, specifications and a site plan showing the location of the proposed structure on the Lot, submitted by the proposing Lot owner to, and received by, the Committee at the above address or any subsequent address provided to Lot owners by the Committee.

A. The Committee shall consider each application on a case-by-case basis as to quality of the workmanship and materials, conformance with these Covenants and harmony of the proposed structure's design with other structures within the Subdivision, and the structure's location with respect to topography and finished grade elevation.

B. The Committee shall advise the Lot owner in writing of its decision, including any conditions or requirements, within thirty (30) days after actual receipt by the Committee of all the required documents from Lot owner. If the Committee fails to approve or disapprove an application within said thirty (30) day period, Committee approval will not be required and this particular related Covenant shall be deemed to have been fully complied with.

C. In the event that any construction is commenced upon any Lot without compliance with these Covenants, the Committee, the Association and/or any Lot owner, may institute an action in the appropriate court in Goshen County, Wyoming, to enjoin such construction until proper notice of intent to construct is submitted to the Committee and Committee approval has been granted. The Committee, the Association and any Lot owner may also seek damages from another Lot owner for material violations of these Covenants. The prevailing party(s) shall be entitled to recover its or their attorney's and expert witness fees and all costs.

5. Use of Lots. No structures other than one private single family dwelling, together with permitted garages, barns, sheds and other outbuildings, shall be erected, placed or permitted to remain on any Lot.

A. All structures must comply with all applicable laws and regulations including all then existing zoning laws and building codes as adopted by Goshen County, Wyoming, and must meet the minimum building standards and requirements in these Covenants.

B. All home construction shall be new, on-site construction. No residential structures including "transportable homes" or "house trailers," as defined in Wyo. Stat. 31-1-101(a) shall be installed and/or erected or occupied on any Lot.

C. No activity which is or may become a material nuisance or annoyance to other Lot owners shall be allowed. Agricultural activities and practices such as farming, keeping livestock and other farming/ranching activities, performed using reasonable methods in current use in Goshen County, Wyoming, are specifically allowed, as limited herein, and shall not be considered a nuisance or annoyance to owners of Lots.

D. No Lot shall be used or maintained as a dumping ground for rubbish or junk; specifically including but not limited to, junk vehicles, unlicensed vehicles which are not in running condition or are in a state of disrepair, and appliance, tires, etc. Trash, garbage or other waste shall be kept only in covered, sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. The safe, controlled and monitored burning of trash is specifically allowed when weather conditions permit.

E. No retail business activity which attracts vehicle traffic to a Lot in excess of two (2) vehicles per day on average over any one month period shall be permitted upon any Lot.

6. Further Subdivision Restriction. No Lot may be further divided into smaller Lots without the advance, written consent of all Lot owners, the Association and the Committee, and without compliance with all applicable laws and regulations.

7. Minimum Size. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages, of one thousand two hundred (1,200) square feet; except that where the principal dwelling is of one and one-half (1½) or two (2) stories the total living area shall be at least two thousand (2,000) square feet; it being understood that these minimum requirements are exclusive of basement area.

9. Maximum Building Size, Height, Coverage and Roof Pitch. The maximum building height shall not exceed two (2) stories or thirty-five (35) feet from the finished grade at the foundation to the ridge line of the roof.

10. Construction Requirements. All exterior surface materials, exterior finish colors and roofing shall be subject to advance approval by the Committee.

11. Setbacks. The minimum setbacks on each Lot shall be as follows: a) front yard setback- fifty (50) feet; b) rear yard setback-fifty (50) feet; c) side yard setback- fifty (50) feet;—unless a variance is granted by the Committee.

12. Outbuildings, Barns, Sheds and Garages. No more than four (4) outbuildings, including garages, shops, barns and sheds, shall be allowed on any Lot. Unless approved by the Committee, the combined footprints(s) of all outbuildings on a Lot, not including the residential structure, shall not exceed twelve thousand (12,000) square feet.

13. Wells and Septic Systems. Lot owners, at their sole expense, shall be responsible for obtaining all required permits and for the drilling, operation, repair and maintenance of their own domestic well and connections thereto in compliance with all applicable laws, regulations and the requirements of the Wyoming State Engineer's Office. Lot owners, at their sole expense, shall be responsible for all required permits for the siting, construction and operation of septic tanks and disposal fields.

A. No septic tank or field system shall be nearer than one hundred (100) feet to any Lot boundary line or water well and no sewage, waste, water, trash, garbage or debris shall be emptied, discharged or permitted to drain into any ditch, canal or body of water in or adjacent to the Subdivision.

14. Pets. Commonly accepted domestic pets may be kept and must be contained within their Lot with approved, effective and lawful fence(s) at all times when not in the direct control of owner.

15. Horses and Other Farm Animals. Horse, cattle, sheep and fowl, and other usual farm animals shall be permitted within the Subdivision, subject to the following conditions and requirements:

A. No more than a total of one (1) large animal (horses and cows) per 2 acres, unless otherwise approved by the Committee. This number may be exceeded by one large animal only in the event of the birth of offspring; however, this exception shall expire after one hundred eighty (180) days.

B. In any case where an owner elects to have horses and/or other animals upon any Lot as permitted, adequate barn/stable facilities and adequate non-grazing feeding facilities must first be demonstrated to and approved by the Committee in advance, in accordance with Paragraph 4. above. Approved barns/stables and/or corrals shall be adequately maintained and in compliance with all applicable laws and regulations. Indoor and outdoor horse event and training arenas must be approved by the Committee in accordance with Paragraph 4. above.

16. Minerals. No surface use of any part of the Subdivision shall hereafter be allowed for mineral exploration, development or production.

17. Easements. Easements and rights of way as shown on the recorded plat of the Subdivision are under the management and control of the Association.

18. Fencing. Fencing along the perimeters/boundaries of Lots is optional. However, each Lot owner is required to contain all animals within their Lot with approved, effective and lawful fence(s). If perimeter/boundary fencing is to be installed on a Lot, it shall be approved, prior to the commencement of construction, by the Committee in accordance with Paragraph 4. above.

19. Drainage. No building, landscaping or other site improvements shall be allowed which may materially interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole.

20. Lot Landscaping. All areas of Lots within the Subdivision not used as a building site or lawn or under cultivation as a garden shall have cover crop or be so cultivated or tended as to keep such areas free from noxious weeds and from wind erosion and dust. Lot owners shall be responsible for maintaining their Lot and all improvements thereon, including landscaping, in a neat appearance.

21. Homeowners' Association. The ownership of any Lot in the Subdivision shall impose and confer upon any such owner the obligations and benefits of membership in The Park Subdivision Homeowners Association, Inc., a Wyoming nonprofit corporation (the "Association"). Each Lot shall be entitled to one (1) vote on all matters and, if any Lot shall have more than one owner, the owners must designate a single person to exercise that Lot's vote.

A. The Association has, in addition to all powers and authority allowed by law, the power and authority to enforce these Covenants, elect members to the Committee, assess Lots for the costs of management and operations of the Association and for the construction, operation, maintenance, repair and replacement of roads, utilities, easements and rights-of-way. The administration of the Association shall be conducted in accordance with its articles of incorporation and bylaws, and these Covenants.

B. Assessments upon Lots shall be determined by the Association. Determination of the amount of regular assessments shall be made on an annual basis at a regular meeting of the Association; provided that the assessments must provide adequate funds to operate the Association and to pay for reasonable construction, operation, maintenance, repair and replacement of roads, utilities, easements and rights-of-way. Determination of the amount of any special or emergency assessment may be made at a regular or special meeting of the Association after at least ten (10) day's notice to all Lot owners, by the vote of a majority of Lots.

C. Assessments shall be a lien on each Lot until paid in full. Any assessment, or portion thereof, not paid in full when due, shall accrue interest at the rate of ten percent (10%) per year until paid in full. The lien of any assessment not paid for sixty (60) days may be foreclosed by judicial action and the Lot subject thereto sold for payment of the assessment, accrued interest and the costs, including reasonable attorney fees, of such collection, foreclosure and enforcement actions by the Association.

22. Binding Effect; Extension; Amendment. This Declaration and all restrictions set forth herein and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless terminated and vacated by an instrument signed by the owners of a three-fourths (3/4) majority of the Lots at a regular or special meeting of the Association after notice to all Lot owners. This Declaration may be amended, at any time, by an instrument signed by the owners of a three-fourths (3/4) majority of the Lots to amend this Declaration in whole or in part at a regular or special meeting of the Association after notice to all Lot owners. Any instrument terminating and vacating or amending this Declaration shall be recorded by the Association in the records of the Clerk of Goshen County, Wyoming.

23. Enforcement. This Declaration and any Covenants, conditions and restrictions set forth herein may be enforced by the Committee, the Association or any Lot owner by appropriate proceeding at law or in equity in the appropriate court in Goshen County, Wyoming, against those persons violating or attempting to violate any Covenant or Covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining or enjoining a current or future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees required of the Committee or owner in the proceedings either to restrain or enjoin violation or for the recovery of damages. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants in any instance shall not

preclude or prevent the enforcement thereof for any further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. Enforcement proceedings may be initiated and maintained by either the Committee, the Association or any individual Lot owner.

24. Severability. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

25. Variations. Variations to any of the Covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee by unanimous vote at a regular or special meeting of the Committee after notice to all Lot owners. The Committee must approve any and all variations in writing and provide a copy of each variation to all Lot owners.

DATED February 7, 2023.

Kirk Hall, Trustee of the Anderson Family Trust
established under the Last Will and Testament of
Mitchell J. Anderson effective January 8, 2018

STATE OF WYOMING)
) ss.
COUNTY OF GOSHEN)

The foregoing Declaration was acknowledged before me on February 7, 2023, by Kirk Hall, Trustee of the Anderson Family Trust established under the Last Will and Testament of Mitchell J. Anderson effective January 8, 2018.

Witness my hand and official seal.

Notary Public

My Commission expires: 8-28-2024.