

**ANTELOPE RIDGE ESTATES SUBDIVISION  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property is made to be effective on the last date executed below, by Big Loop, LLC (the Declarant). The real property, described as Lots One(1) through Sixty-four(64), Antelope Ridge Estates Subdivision, Sublette County, (the Property) shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following reservations, easements, restrictions, covenants and conditions. These covenants are for the purpose of protecting the value, character and desirability of and which shall run with the Property and shall be binding upon all parties having any right, title or interest in and to the Property, or any part thereof, their heirs, successors and assigns.

1. Residential Character of Development. Lots within Antelope Ridge Estates Subdivision shall be used exclusively for single-family residential purposes.
  
2. Design and Construction Standards. The following standards and restrictions are applicable to the construction, remodeling and exterior refinishing of any and all structures. The intent of these standards is to preserve the value and enhance enjoyment of the property.
  - a) Before construction of any structure on any lot in Antelope Ridge Estates Subdivision commences, approval of plans and building material samples must be obtained from the governing committee. A letter affirming said approval must accompany the application for a building permit from the County.
  - b) For lots One(1) through Thirty (30), the minimum floor area of any dwelling on ground level shall be not less than 1,200 square feet provided there is an attached garage, otherwise, the minimum floor area on the ground floor must be 1600 square feet. This area is exclusive of basements, garages, carports, and unenclosed porches or decks. The second story portion of homes shall not exceed 70% of the ground floor square footage including garage area. Any dwelling must have a minimum width of 26 feet.
  - c) For lots Thirty-one (31) through Sixty-four (64), the minimum floor area of any dwelling on ground level shall be not less than 1,600 square feet provided there is an attached garage, otherwise, the minimum floor area on the ground floor must be 2000 square feet. This area is exclusive of basements, garages, carports, and unenclosed porches or decks. The second story portion of homes shall not exceed 70% of the ground floor square footage including garage area. Any dwelling must have a minimum width of 26 feet.
  - d) Western ranch style and design shall be encouraged in order to be compatible with the surrounding terrain and landscape. All permanent buildings are to be of UBC or IBC code.
  - e) Preferred exterior materials shall be natural wood (log or cedar) Steel and cementuous horizontal siding shall be allowed provided that there is also a rock or brick wainscot around \_ of the dwelling. Exterior materials shall be new except for architectural detailing. Exterior colors shall be earth tones or subdued colors. T111 and vinyl siding shall not be allowed.
  - f) Roofs shall have minimum pitch of 6/12 and all primary roofs shall have a minimum overhang of 18 inches. If steel roofing material is used, it shall be dark colored and shall have a satin/dull finish.
  - g) No structure shall be more than two levels above ground, and no structure shall be more than 30 feet tall.
  - h) Houses must be designed in such a manner that there are at least two different ridge- lines; that is, a house may not be a perfect rectangle or a perfect square. A garage constructed at an angle to the house or dormers having a total ridge line length of at least half the length of the longest (main house) ridge line would satisfy this requirement.
  - i) Completion of construction shall occur in a timely manner. The exteriors of all structures must be completed within twelve months after commencement of construction of that particular structure. An extension may be available upon petition to the governing committee.
  
3. Landscaping. The site design of each residence shall blend with overall mountain setting of Antelope Ridge Estates Subdivision. To the extent possible all landscape improvements should incorporate, rehabilitate, and enhance existing vegetation and utilize indigenous species.
  - a) Any disturbed areas must be groomed, landscaped, or restored to their original state. Site must be maintained in a way that does not allow weeds and other undesirable species to spread.
  - b) Each residence is required to plant a minimum of 4 trees and 4 shrubs per 1,000 square feet, or part thereof, of gross structure area. The plan for these plantings shall be included with the construction plan described in 2(a) above.
  
4. Fencing and Other Allowed Structures. Generally, all structures shall be wildlife friendly and shall not obstruct the movement of wildlife through the area.
  - a) Dog runs cannot be more than 100 square feet in area, and must be constructed of wood or chain link.
  - b) Exterior fencing is subject to approval by the governing committee prior to construction and must be of

wood, steel pipe or vinyl. Except for the subdivision boundary, no wire, barbed or woven, shall be permitted in exterior fencing.

c) Privacy fences shall be permitted immediately adjacent to and contiguous to structures. Such fences shall be made of wood.

d) Corrals and pens for livestock (as allowed in Section 5) are allowed on all lots. They must be well maintained at all times so as to not create an unattractive feature for neighboring lot owners.

e) Garages, barns, and storage buildings shall be allowed. Exterior materials shall meet the same standards specified in Section 2 for attached garages, but may also include vertical metal sheet siding on detached storage buildings. Colors must be earth tones. Site plan and design plan for exterior of outbuildings must be approved in writing by the governing committee prior to commencement of any construction.

f) No house trailer, mobile home, tent, teepee, yurt or similar structure shall be kept, placed or maintained upon any lot at any time; provided however, that this shall not be construed to apply to children's tents, teepees or play structures. Also, this restriction shall not be construed to apply to the storage of campers or motor homes, which shall be stored adjacent to other structures.

5. Animals. Domestic animals shall be allowed subject to the following restrictions.

a) Animals normally associated with youth programs such as 4-H and FFA shall be allowed. Notwithstanding the foregoing, the harboring of animals on any lot shall not be allowed if such becomes a nuisance to other lot owners.

b) Horses shall be allowed on Lots one (1), eight (8) through ten(10), Thirty-Three (33) through Thirty-Five (35), Sixty-Three (63) and Sixty-Four(64). Horses shall be limited to three (4) head per lot. The lot shall not be continuously grazed. That is, when the forage in the pasture is grazed off, all animals shall be kept in a corral or pen to allow for forage re-growth and prevent noxious weed invasion of the property.

c) Any dogs owned by a lot owner or otherwise allowed on the property must at all times be under the control of their owner and remain upon their respective lot. Lot owners are forewarned that any free roaming dog can legally be destroyed by the Wyoming Game and Fish Department if they in any way endanger or harass wildlife. If any dog becomes a problem in any way, the governing committee shall have the right to require that it remain confined at all times.

d) There shall be no artificial feeding of ungulate wildlife species within the property at any time.

6. Outdoor lighting. Outdoor lighting shall be kept to a minimum and shall be limited to 9800 lumens. There must be hoods over the lights so that the light is directed downward and no light shall come from a source more than 25 feet from the ground. Floodlights that come on automatically at dusk are not allowed.

7. General.

a) Power and phone shall be brought to each lot. All utilities shall be underground. Lot owners may be responsible for the cost of extending such utilities to their building site.

b) Exterior garbage containers shall be restricted to the disposition of inorganic and compacted household waste and garbage. No trash, junk, inoperative vehicles or other unsightly items of property or waste shall be collected or permitted to remain on any property. The governing committee shall have the right to designate a person to enter the property and remove from same any prohibited accumulation. The cost of such removal shall be the responsibility of the lot owner from which the debris is removed.

c) Easements for the installation and maintenance of utilities and construction and maintenance of roadways are reserved, shown on the plat of the area and no structure shall be placed within the limits of said easements.

d) Septic systems shall be installed in accordance with County standards and according to DEQ recommendations for this particular subdivision and shall be inspected by the County before completion.

e) No noxious or offensive activity shall be carried on any lot nor shall anything be done or placed thereon which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lot.

f) No mining, drilling, excavation or other mineral exploration or drilling activity shall be permitted on any lot, including removal of gravel and sand except for excavation for construction (including roadways) or landscape purposes.

g) There shall be no discharging of firearms or hunting of any nature within the boundaries of the subdivision.

h) Large vehicles, trailers or tractors shall be stored either inside storage buildings or in close proximity (adjacent) to houses or other outbuildings so as not to create an eyesore for other lot owners.

i) No more than a total of 4 vehicles, recreational vehicles and/or trailers may be parked outside of a garage or shop at one time.

j) No more than one large commercial vehicle or implement may be parked on a lot for a continuous period of more than 48 hours unless such is placed in a storage building.

8. Governing Committee. There shall be a Governing Committee, which shall consist of not more than three members. To elect the Committee, each lot shall have one vote.

a) Members of the Committee, once elected, will serve for a 2 year term, with the exception of the first Committee elected; wherein one member shall serve 1 year, one member shall serve 2 years, and one member shall serve 3 years, in order to achieve a Committee wherein the membership is staggered and no more than one member is up for election in any given year. A member of the committee may be removed from the committee upon a vote of 6 lot owners.

b) The Committee will meet from time to time (in person or by telecommunications), no less than one meeting per year. A vote or written consent by 2 members shall constitute an act by the Committee.

c) No building or structure of any kind shall be erected on any lot until specifications and plans have been approved in writing by the committee.

d) Members of the Governing Committee shall not be held liable for any claims arising out of their actions on behalf of said committee.

e) Governing Committee shall have power to make assessments (both annual and special) to cover costs which may arise related to enforcement of covenants, and/or defense of committee in any legal action relating to Antelope Ridge Estates Subdivision.

f) Governing Committee may grant a variance from the provisions of these conditions, covenants, and restrictions relating to the improvements and the location of improvements and other features of the Lots upon showing of a reasonable need by the applicant. Provided that the Committee may not grant a variance from the use restriction on the property.

g) The Governing Committee shall determine a reasonable assessment for the purposes of enforcing these conditions, covenants and restrictions. Assessment may include, but is not limited to, expenses relating to attorney fees, as well as road maintenance and snow removal on all subdivision roads. The portion of the assessment not relating to road maintenance and snow plowing shall not exceed \$200 per lot per year except by vote of a 2/3 majority of all lot owners.

h) The Governing Committee shall develop and implement a plan for road maintenance and snow removal. The Committee may modify this plan, but cannot do so in a way which neglects road maintenance and snow removal. The Governing Committee shall charge lot owners for road maintenance and snow removal on whatever basis it deems necessary. However, no lot owner shall be required to pay more than a pro rata amount based upon (1) the number of lots owned by that owner and, (2) the amount of actual expense. Paragraph 8h may not be changed, modified, or voided by a vote of the lot owners of Antelope Ridge Estates Subdivision without prior written permission from the Board of County Commissioners of Sublette County.

i) The Governing Committee has the responsibility of overseeing the wise use of these funds and designating some qualified entity to remove snow or otherwise maintain roadways.

j) Every person or entity who is either a record owner of a fee interest in any Lot or a contract purchaser of any Lot shall be obligated to pay all assessments imposed by the Committee provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be required to pay such assessments. This obligation to pay assessments shall be appurtenant to and a lien on each Lot.

k) Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to this Declaration and agrees to pay the Committee the sums assessed hereunder. Each such assessment, together with interest at the rate of eighteen percent (18%), costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the owner of such Lot at the time when the assessment became due and payable.

l) Any assessment not paid within thirty days after the due date therefore shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Committee may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein.

m) The Governing Committee shall consist of the members of Big Loop LLC until such time as twenty-five of the lots in the Property have been sold or otherwise disposed of by the Declarant. At that time an election shall be held as set out in 8 (a) above.

9. Amendment. This declaration may be amended (except regarding road maintenance and snow plowing as described in Section 8h) by an instrument signed by owners of at least thirty-two lots. This amendment shall be recorded in the office of the County Clerk of Sublette County, Wyoming. Such an amendment shall be mailed to the owner of record of each lot.

10. Duration of Restriction. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the property and owners thereof, subject to the right of amendment or modification provided for in Section 9 for a period of twenty years. After twenty years they shall be automatically extended for successive period of another twenty years unless terminated by a unanimous vote of the owners of lots.

11. Construction and Validity of Restriction. All of the covenants, conditions, restrictions, and reservations

contained in this declaration shall be construed together, but if it should at any time be held that any one of the conditions, covenants, restrictions or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, restriction or reservation, or any part thereof, shall be thereby effected or impaired.

12. Enforcement. The Governing Committee or any owner shall have the right to enforce, by \_\_\_\_\_ any proceeding in law or in equity, all restrictions, conditions, covenants, easements and \_\_\_\_\_ reservations now or hereafter imposed or granted by the provisions of this Declaration. \_\_\_\_\_ Failure by the Governing Committee or any Owner to enforce any provision herein \_\_\_\_\_ contained shall in no event be deemed a waiver of the right to do so thereafter. In the event \_\_\_\_\_ that an enforcement action is brought, the prevailing party shall be entitled to recover its \_\_\_\_\_ reasonable attorney's fees and costs incurred in connection with said enforcement action.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Tim McKinney, Big Loop, LLC (Managing Member)

State of Wyoming     )  
                          ) SS.  
County of Sublette

The foregoing instrument was acknowledged before me by Tim McKinney, Managing Member of Big Loop, LLC on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My term expires \_\_\_\_\_.