

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE  
SOUTH DOUGLAS HOMEOWNERS ASSOCIATION**

THIS DECLARATION made this 31 day of January, 2000, by James Larsen and Barbara Larsen, hereinafter referred to as "the Declarants" or "Larsen's".

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WHEREAS**, the declarants are the owners of that certain parcel of real property located in the County of Converse, State of Wyoming, legally described on Exhibit A, attached hereto and incorporated herein by reference, and hereinafter referred to the "the property" and;

**WHEREAS**, the declarants desire to insure and provide for the maintenance of roads and desire to establish certain standards covering the property by means of protective covenants to insure lasting beauty, value and enjoyment of the property, and to this and for the benefit of the property and the owners thereof the declarants desire to subject the property to easements, covenants, conditions, restrictions, charges and liens hereinafter set forth, and;

**WHEREAS**, the declarants will incorporate under the laws of the State of Wyoming a non-profit corporation, the South Douglas Homeowners Association, hereinafter referred to as "the Association", for the efficient preservation of values and facilities of the property and will delegate and assign to the Association the powers and duties of maintaining and administrating the roads, and administering the enforcing of the covenants and restrictions of this declaration and collecting and disbursing the charges and assessments hereinafter created;

**NOW, THEREFORE**, and in consideration of the premises, the delcarants do hereby and by these presence make, publish, declare and impose upon all of the real property situate and included with in the description attached hereto as Exhibit A the following restrictions and limitations governing the use and development of all property and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with the land and property, and so shall be binding upon the undersigned and all persons claiming under the undersigned from and after the first sale and shall be for the benefit of as well as limiting and restricting all future owners of, or persons, or entities acquiring or owning an interest in the real property and improvements, their grantees, heirs, executors, administrators, devisees, successors, or assigns.

**ARTICLE I.  
DEFINITIONS**

1. **Architectural Control Committee:** Shall mean and refer to the Architectural Control Committee of the Association, consisting of three (3) members and appointed by the Directors of the Association.

2. **Association:** Shall mean and refer to the South Douglas Homeowners Association, a non-profit Wyoming corporation, its successors and assigns.

3. **Board:** Shall mean and refer to the Board of Directors for the Association and shall meet at least quarterly.

4. **Common Area:** All property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association shall be conveyed to the Association within sixty (60) days after the sale of the first lot to a third party and is described as follows:

All Streets, roads and thoroughfares as shown on the survey plat for the purposes of maintaining, improving and providing access to the lots, and for easements for placements, maintenance of and access to all utilities and use by utility companies providing services to the subdivision.

5. **Owner:** Shall mean and refer to the record owners whether one or more persons or entities, of any tract or parcel of the property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

6. **Property:** Shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

7. **Roads:** Shall mean and refer to all roads presently existing or subsequently constructed on the Property which are necessary to provide vehicular, horseback, or foot travel access from public roads to tracts or parcels of the Property. "Roads" shall not include private driveways constructed by individual owners to provide access to dwellings or other structures located upon such Owner's tracts or parcels of the Property. Said roads shall be as legally defined on the conveyance of easement as referred to thereof.

8. **Lot:** Shall mean and refer to any individual lot as shown on the Plat of the South Douglas Addition.

9. **Parcel:** Shall mean any combination of lots under single ownership.

**ARTICLE II  
SOUTH DOUGLAS HOMEOWNERS ASSOCIATION**

1. **Membership in the South Douglas Homeowners Association:** All person, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association, a Wyoming Corporation not for

profit, in accordance with the Articles of Incorporation of said Association as presently in effect and filed with the Secretary of the State of Wyoming and as the same may be duly amended from time to time.

### **ARTICLE III PROPERTY RIGHTS**

1. **Owners' Easement of Enjoyment:** Every owner shall have the right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Area, or any part thereof.
- (b) The right of the Association to suspend voting rights of, and the use of any of the Common Area by, any Owner for any period during which any assessment against the Owner's lot is due but unpaid. Utilization of the Common Area and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulations of the Association.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as agreed to by the members of the Association including assessment districts formed by the property owners; provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds (2/3) of each class of members who cast votes in person or in proxy at a meeting duly called for such purpose.

2. **Declaration of Use:** Any owner may delegate, in accordance with the By-Laws, his right and enjoyment to the Common Area to the members of his family, his tenants, invitees, guests or contract purchasers.

### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

1. Every owner of a lot which is subject assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. **The Association shall have two classes of voting membership:**  
Class A: Class A members shall be all owners with the exception of Larsen's and shall be entitled to one vote for each lot owned.

When more than one person holds an interest in any lot, all such person shall be members; provided, however, there shall exist only one vote for each lot which vote shall be exercised as the lot owners determine.

- Class B: Class B membership shall be Larsen's and Larsen's shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever, occurs earlier:
- (a) when the total votes outstanding in the Class A membership constitute 80% of the total available lots.
  - (b) on the 1st day of July, 2005.

#### **ARTICLE V**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **Creation of the Lien and Personal Obligation of Assessments:**

Larsens, for each lot owned by them within the Properties, hereby covenants, and the Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefore, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, including but not limited to snow removal, road maintenance, fence maintenance for right-of-way into property and cattle guard crossings.
- (b) special assessments for capital improvements, such assessments to be established and collected as hereafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall constitute a charge on the land and shall be continuing lien upon the lot (being deemed to be each lot shown on the original survey plat) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2. **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property and for the improvement and maintenance of the Common Area.

3. **Maximum Annual Assessment:** Until January 1 of the year immediately following the date of conveyance of the first lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per lot.

- (a) From and after January 1 of the year immediately following the date of conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year by the Board without a vote of the membership.
- (b) From and after January 1 of the year immediately following the date of conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. **Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any constructions, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the meeting originally called for such purpose.

6. **Uniform Rate of Assessment:** Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis as agreed upon by the Board of Directors. It is further provided that the assessment for all lots (including those annexed under Article XI)

owned by Larsen's upon which no residential improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other lots.

7. **Date of Commencement of Annual Assessments: Due Dates:** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year): provided, however, failure of the Board to fix an assessment within the time provided therefore shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

8. **Effect on Non-payment of Assessments, Remedies of the Association:** It shall be the duty of each Owner to pay a proportionate share of the Common Expenses and any other expense as set forth in the Declaration and as assessed by the Association. Payment thereof shall be in such amounts and at such times as may be determined by the Association. If any Owner shall fail or refuse to make any such payments when due, the amount thereof shall constitute a lien on that Owner's lot or parcel of the property as set forth in the deed of conveyance to said Owner; and upon the recording of notice thereof by the Association, such lien shall be constituted upon such Owner's interest in said Lot or parcel of the property prior to all other liens and encumbrances recorded or unrecorded, except (a) taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by laws are a lien on the interest of such Owner prior to the pre-existing recorded encumbrance thereon, and (b) all sums unpaid on a first mortgage of record, including all unpaid obligatory sums as may be evidenced by such encumbrance and including additional advances made thereon prior to the arising of this lien.

9. **Evidence of Lien.** To evidence such lien for unpaid Common Expenses, the Association shall prepare a written notice setting forth the amount, the name of the defaulting Owner and a description of the defaulting Owner's parcel. Such notice shall be signed on behalf of the Association by an officer of the Association and shall be recorded in the records of the Clerk and Recorder of Converse County, Wyoming. Such lien shall attach from that date upon the defaulting Owner's parcel, in like manner as a mortgage on real property. The lien provided herein shall be in favor of the Association and for the benefit of all Owners. In any foreclosure upon such a lien the defaulting Owner agrees to pay and shall be required to pay all costs and expenses of such proceedings, the costs, expenses and attorney's fees for filing the notice of claim of lien,

and all reasonable attorney's fees incurred in connection with such foreclosure. The defaulting Owner shall also be required to pay the Association any Common Expenses due and owing during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the parcel at the foreclosure sale and to acquire, hold, lease, mortgage and convey the same. Any encumbrances holding a lien on parcel may, but shall not be required to pay unpaid Common Expense due and owing with respect thereto; and upon such payment such encumbrance shall have a lien on such parcel for the amount paid of the same rank as the lien of his or its encumbrance.

10. **Personal Obligation to Pay Common Expenses.** Assessments made by the Association against each Owner for their proportionate share of the Common Expenses shall be the personal and individual debt of the Owners(s) at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses may be maintainable without foreclosing or waiving the lien securing the same. No Owner may exempt themselves from liability for such contribution toward the Common Expenses by waiver of the use and enjoyment of the Roads or by abandonment of their parcel.

11. **Liability of Grantee.** The Grantees of a parcel shall be jointly and severally liable with the Grantor for all unpaid Common Expenses against the parcel assessed and due prior to the time of grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee, provided, however, that upon written request, any such prospective Grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid Common Expenses, if any, with respect to the subject parcel; the amount of the current assessment for Common Expenses; the period covered by the current assessment; the date the current assessment comes due; and the amount of any credit for advance payment or for prepaid times. Said statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with by the Association within thirty (30) days of such request, then such Grantee shall not be liable for, nor shall the parcel be conveyed subject to a lien for any unpaid Common Expenses against the subject parcel.

12. **Subordination of the Lien to Mortgages:** The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure shall extinguish the lien or such assessments as to payments which become due prior to such sale or transfer, only after the Board elects not to pursue the right of redemption and the time fee redemption expires. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI  
ARCHITECTURAL COVENANTS

1. **Land use and Building Type.** Except as otherwise provided herein, no building shall be erected, altered, placed or permitted to remain on any tract or parcel of the Property other than single-family residential dwellings with attached or unattached garage; unattached pump house; residential guest houses; and non-residential outbuildings and structures such as barns, stables, or corrals for use specifically in connections with the care of livestock, as permitted under these covenants, or the maintenance of equipment. the Architectural Control Committee may grant relief from this provision for good cause. Temporary facilities may be located upon a tract of for a period not to exceed ninety (90) days during the construction of a permanent dwelling house. Any outside toilet used will be placed so as to be fully screened from all public roadways and shall be removed, torn down and made sanitary at the end of the ninety (90) day period.

2. **Approval.** No building or other structure including, but not limited to, dwellings, sheds, garages, outbuildings and fences shall be erected, placed or altered on any tract or parcel of the Property until the plans and specifications, along with a plot plan (submitted in duplicate), showing the location of the structure have been approved by the Architectural Control Committee, which plans shall, among other things, show the type of exterior material and finish, exterior design, existing structures, if any, and location of the structure with respect to property lines. Should the Architectural Control Committee, or its successors or assigns fail to approve or disapprove the plans and specifications submitted to it by the Owner of a tract or parcel of the Property within thirty (30) days after the written request therefore, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected or allowed to remain on any tract or parcel of the Property which violates any of the covenants or restrictions contained herein. At the time said plans and specifications are approved, the builder or Owner shall proceed diligently with construction and the exterior of any such structure shall be completed within 18 months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond said 18 month construction period for good cause when requested by the Owner.

3. **Nuisance:** Nothing which may be, or may become annoying, or a nuisance to other Owners shall be permitted on any tract or parcel of the Property. No obnoxious or offensive activity or commercial business or trade shall be conducted upon any tract or parcel of the Property. For purposes of this covenant, ungaraged, inoperative automobiles, machines or other equipment which remain on any tract or parcel of the Property for more than ninety (90) days shall be deemed to be a nuisance.



ARTICLE VII  
GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. **Zoning Regulations:** No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Converse County, Wyoming.
2. **Uses:** Each lot within the subdivision shall be utilized for one single family residential site only.
3. **Signs:** One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects or nuisances shall be erected altered or permitted to remain on any tract or lot.
4. **Animals and Livestock:** All pets must, at all times, be under the physical control of the owner. No pets shall be allowed to run loose except in enclosed areas located upon the owner's lot or parcel. The owner shall be responsible to prevent unusual barking and noise from their pets and to prevent pets from harassing livestock or wildlife. Pets shall be defined as dogs, cats, fish, song birds, and animals of similar nature which can normally be housed and cared for with the family residence. Livestock shall be limited to one horse, llama, mule, donkey, or similar domestic animal per lot provided they are contained solely within the lot or parcel. No pigs, cows, goats, bison, or similar animals shall be allowed upon the premises. Fowl such as chickens, ducks, turkeys, pheasants, etc. may be kept in non-commercial quantities so long as they are contained within the premises.
5. **No Re-subdivisions:** No lot or parcel in the property may be further subdivided, except as necessary to adjust lot boundaries to reflect the existing physical structures.
6. **Service yards and Trash:** Clothes lines, service equipment, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from views of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Trash must be contained in an enclosed area until removed by the Owner. Burning of trash is expressly prohibited.
7. **Underground Utility Lines:** All water, gas, cable, television, telephone lines and other utilities within the limits of the subdivision shall be underground except such necessary above ground facilities as may be incident thereto. Utilities shall, where possible, be installed within road right-of-way or easements as indicated.
8. **Fences:** All perimeter boundary fencing for each parcel shall be constructed a minimum of four feet in height and a maximum of six feet in height of PVC, wood, or masonry materials and of a design and color compatible with the perimeter

fence surrounding the subdivision. Fences shall be properly maintained according to accepted standards, in the event of a failure of an owner to properly maintain their fence, the adjoining property owner and/or the Association may maintain such fence, the adjoining property owner and/or the Association may maintain such fence, and assess costs of maintenance as an assessment against the Owner, to be enforced as hereinafter provided. This shall not prohibit other fences as are approved by the Architectural Committee.

9. **Modular Homes:** No mobile homes, trailers, modular homes, or manufactured housing, shall be allowed to be placed on the property.

10. **Minimum Setback Requirements:** Each building on the lot or parcel shall have a minimum setback requirement of 15 feet from the nearest lot line, excepting, interior lot lines when two or more adjacent lots are used as a single building site.

11. **Square Footage:** The ground floor (1st floor) area of the single-family dwelling, exclusive of porches, carports, or garages, shall not be less than 1,600 square feet for a one-story dwelling. Where a single-family dwelling contains more than one level (including split-level or tri-level) the first two (split) levels shall equal no less than 2,600 square feet of floor area.

12. **Towers and Antennas:** No towers or radios or television antennas higher than three (3) feet above the highest roof line of the dwelling house shall be erected on any residential tract, and all such towers and antennas must be within 150' of the residential dwelling.

13. **Landscape Development:** The elevation of a tract, lot or parcel or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade of surrounding tracts. No timber, rock, gravel, clay or other minerals shall be removed from any tract for commercial purposes, except that gravel may be removed during the two year period following the recordation of these covenants for the purpose of construction roadways with the subdivision. All areas disturbed by constructions shall be returned to natural conditions and replanted with suitable ground cover. Owners shall be responsible for the control and eradication of noxious weeds. In the event of the failure of an Owner to do so, the Association may take appropriate steps and assess such costs as are incurred against the Owner.

14. **Tanks:** The location, size and design of any tank located above ground shall be approved by the Architectural Committee.

15. **Sanitary Systems:** No sewerage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper county and state health agencies. No outside toilets will be permitted, except for a period not to exceed ninety (90) days during the construction of a permanent dwelling house. Any outside toilet used will be placed so as

to be fully screened from all public roadways and shall be removed, torn down and made sanitary at the end of the 90 day period.

16. **Land Uses:** No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts. There shall not be permitted any labor camps, junk yards, recycling centers, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations or rendering work or smelting, nor any similar uses though not specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the property as set out herein.

17. **Vehicles:** No inoperative automobiles, machinery or rubbish shall be placed and remain on any of the said tracts for more than 90 days unless stored or parked in a garage, barn or completely enclosed storage building.

18. **Use of Roads:** All lot and parcel owners, their invited guests and other persons using the property must use the access roads provided as recorded in the office of the County Clerk, Converse County, Wyoming. No overnight parking of any vehicle, boat, truck, pickup, trailer or similar equipment shall be allowed on the access roads.

19. **Covenants to run with the land:** The foregoing conditions and limitations are to be construed as covenants running with the land and shall be binding on all persons claiming any part of said land for a period of twenty-five (25) years from the date these presents are recorded in the office of the Clerk and Recorder of Deeds, Converse County, Wyoming, State of Wyoming. These presents may be extended or amended by two-thirds vote of all lots and parcel owners, in writing: subject to compliance with any laws rules or regulations duly enacted by the State of Wyoming or its legal subdivisions.

#### ARTICLE VIII EASEMENTS

1. **Utilities:** Except as may be provided herein, this property has:

NO PROPOSED DOMESTIC WATER SOURCE  
NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM  
NO PUBLIC MAINTENANCE OF STREETS OR ROADS

Each lot or parcel owner shall be responsible for installation, use and maintenance of his private sewage disposal, in full compliance with applicable Wyoming laws or regulations.

2. **Utility Easements:** Larsen's hereby reserve to themselves their successors and assigns, and the South Douglas Homeowners Association perpetual easements within the subdivision boundary, on and along twenty (20) feet on either side

of all property lines, and on and along all roadways for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes wires, ditches, and conduits for the benefit of the subdivision together with the easements shown on the subdivision plat. This right is a perpetual right and shall not be modified by any future covenant changes; the location of the utility easements may be modified by the Board of Directors of the Association, with approval of the utilities serving the area.

3. **Dedicated Roads and Maintenance:** Larsen's their successors and assigns, shall construct all roads, drives and lands to be transferred to the Association as shown on the subdivision survey. The Association shall, after such transfer, assume all responsibilities and obligations of maintenance and improvements of roads, drives, and lanes until such time as the same may be transferred to and accepted by Converse County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

#### ARTICLE IX ENFORCEMENT

1. **Enforcement Actions:** The Architectural Committee shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the South Douglas Homeowners Association. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

#### ARTICLE X GENERAL PROVISIONS

1. **Severability:** Should any part of parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. **Effect and Duration of Covenants:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the subdivision, and each owner of property therein, his successors, representatives, and assigns and shall continue to in force and effect until January 1, 2025, at which time they may be extended by a vote of the South Douglas Homeowners Association.

3. **Amendment:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of eighty (80%) percent of the privately owned land included within the boundaries of South Douglas Addition, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Converse County,

Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Converse County, Wyoming.

4. **Enforcement:** If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

5. **Savings clause:** Invalidation of any part of the requirements and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

THESE COVENANTS AND RESTRICTIONS SHALL BE BINDING UPON THE UNDERSIGNED AND ALL SUBSEQUENT OWNERS OF PERSON HAVING AN INTEREST IN THE PROPERTY.

IN WITNESS WHEREOF, the undersigned, being the declarants herein has hereunto set its hand this 28 day of January, 2000.

*James Larsen*  
\_\_\_\_\_  
JAMES LARSEN

*Barbara Larsen*  
\_\_\_\_\_  
BARBARA LARSEN

STATE OF WYOMING     )  
  )ss.  
COUNTY OF CONVERSE)

Subscribed, sworn to and acknowledged before me by JAMES LARSEN this 28 day of January, 2000.

Witness my hand and official seal.

**CAROLYN EBERSPECHER**  
Notary Public, State of Wyoming  
Qualified in Converse County  
Commission Expires April 18, 2003

*Carolyn Eberspacher*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission Expires:

STATE OF WYOMING     )

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)ss.

COUNTY OF CONVERSE )

Subscribed, sworn to and acknowledged before me by BARBARA LARSEN this 18  
day of JANUARY, 2000.

Witness my hand and official seal.

*Carolyn Eberspecher*  
NOTARY PUBLIC

My commission Expires:

**CAROLYN EBERSPECHER**  
Notary Public, State of Wyoming  
Qualified in Converse County  
Commission Expires April 18, 2003

EXHIBIT "A"

Lots 1, 4, 5, 6 and 7, Tract 1

Lot 1, and Lots 6, 7, 8, 9, 10, Tract 2

Lots 2 and 3, Tract 2, EXCEPTING THEREFROM lands conveyed to Matthew R. Porter and Lyndsey K. Summers in Warranty Deed recorded July 23, 1996, in Book 1096, Page 251.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Tract 3

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Tract 4

Lots 1, 4, 5, 6 and 7, Tract 5

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Tract 7

all in South Douglas Addition, Converse County, Wyoming.

EXCEPTING THEREFROM all that land lying South of Converse County Road No.2, known as Anderson Dairy Road

*Barbara Jensen*  
*James Jensen*

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