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STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

**NORTH STAR RANCH LLC
To
THE PUBLIC**

**DECLARATION OF PROTECTIVE COVENANTS
FOR NORTH STAR CORNER**

**An 11.68 acre (more or less) parcel situated in the southeast corner of
Yellowstone Road and U.S. Highway 85 intersection encompassing portions
of NW1/4SW1/4 and the SW1/4NW1/4 of Section 30, Township 15 North,
Range 66 West of the 6th P.M., Laramie County, WY**

Now Platted and Known as Lot 1 Block 1 North Star Corner
KNOW ALL MEN BY THESE PRESENTS, that NORTH STAR RANCH LLC, a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of the property legally described hereinbelow in Article I, Section 2, hereby agrees and makes the following Declaration of Protective Covenants:

ARTICLE I: INTENT AND SCOPE OF COVENANTS

Section 1: Intent. This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within and upon NORTH STAR CORNER, as well as the proper use of the property,

Section 2: Scope. This Declaration of Protective Covenants applies to all of the 11.68 acre (more or less) parcel situated in the southeast corner of Yellowstone Road and U.S. Highway 85 intersection encompassing portions of NW1/4SW1/4 and the SW1/4NW1/4 of Section 30, Township 15 North, Range 66 West of the 6th P.M., Laramie County, WY, hereinafter referred to as "NORTH STAR CORNER" which property is more particularly described by the metes and bounds description contained in Exhibit A attached hereto and hereby incorporated herein as an integral part of this declaration of protective covenants.

ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article IV of this Declaration of Protective Covenants.

Section 2: "Declarants" shall mean and refer to the members of North Star Ranch LLC executing this Declaration of Protective Covenants.

Section 3: "Owner" shall mean and refer to the record owner(s), whether one or more persons, of fee simple title to NORTH STAR CORNER, but, excluding those having such interest solely as security for the performance of any obligation, in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

Section 4: The terms "NORTH STAR CORNER" or "Property" shall mean all 11.68 acre (more or less) parcel situated in the southeast corner of Yellowstone Road and U.S. Highway 85 intersection encompassing portions of NW1/4SW1/4 and the SW1/4NW1/4 of Section 30, Township 15 North, Range 66 West of the 6th P.M., Laramie County, WY as set forth in Article I, Section 2, hereinabove and as further described in Exhibit A attached hereto and hereby incorporated herein as an integral part of this declaration of protective covenants .

ARTICLE III: USES AND RESTRICTIONS

Section 1: Permitted Uses of the Property: Subject to the covenants contained herein, and subject further to any and all applicable governmental rules or regulations including, but not limited to, the Cheyenne and Laramie County Zoning Ordinance, the following uses of the Property are permitted:

- (a) Recreational Fields
- (b) Home Occupations (in conformance with Section 3 below)
- (c) Single Family Residential
- (d) Churches

- (e) Primary and Secondary Schools
- (f) Child Care Center/Facilities
- (g) Assisted Living Facilities
- (h) Offices
- (i) Fire Station
- (j) Retail establishments for the sale of goods or the provision of services as long as all sales and storage of equipment and supplies are conducted within the building. However, no retail establishments will be allowed that provide fuel or vehicle repair or where business is open to the public before 5:30 A.M. or after 9:00 P.M. Furthermore, access for any retail establishments must be from Yellowstone Road.

Nothing in these covenants shall preclude the owner of the property from seeking a change in zoning, if required, of the property to accommodate any of the aforementioned uses. However, the uses of the Property are restricted to those set forth above.

Section 2: Nuisances. No noxious or offensive activities constituting a nuisance shall be permitted on NORTH STAR CORNER. For purposes of this section, a "nuisance" shall be construed in light of case law precedent for the State of Wyoming. Notwithstanding the aforementioned, for purposes of this section the following activities upon the Property shall be deemed a nuisance per se: discharging fireworks; discharging firearms and/or hunting; operating all-terrain vehicles (ATV's) or other off road recreational vehicles on the Property (except upon the public roadways if properly licensed and observing all traffic laws or upon the Property owned by the owner of the vehicle for very limited times and purposes so as not to disturb the serenity of the area and/or leave tracks on the native turf).

Section 3: Home Occupations. Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all City and/or County zoning regulations applicable to home occupations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition to, and notwithstanding anything in the City and/or County zoning regulations to the contrary, all home occupation uses upon the Property shall be in compliance with the following restrictions:

(A) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare noticeable at or beyond the property line.

(B) No storage or display of business materials, goods, supplies, equipment, tractors and/or other heavy equipment shall be visible from the outside of any structure located on the property.

(C) There shall be only incidental sales of stocks, supplies or products to customers and/or clients on the premises, however, catalogue, postal and/or telephone sales are permitted. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.

(D) Employees working on the site of the home occupation shall only be bona-fide and full-time residents of the home dwelling which is situated on the tract.

(E) Notwithstanding anything hereinabove to the contrary, the following businesses shall not be allowed as home occupations upon North Star Corner:

1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit an Owner from working on his/her own personal vehicle(s) - including maintenance, repair, refurbishing, rebuilding - as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining property.

Section 4: Dumping/Trash. North Star Corner shall not be used or maintained as a dumping or storage ground for rubbish, scrap, debris, or junk including, but not limited to, junked cars, appliances, building materials, etc. Trash, garbage, or other waste shall be kept only in sanitary containers which are emptied on a regular basis. No outdoor burning of trash or any other rubbish is permitted. North Star Corner Owner bears the responsibility to insure at all times that no trash, debris, or material of any kind be allowed to blow off of North Star Corner.



Section 5: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in North Star Corner. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in North Star Corner.

Section 6: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways which serve North Star Corner. It is encouraged that R.V.'s, & buses, fifth wheels, camp trailers, horse trailers, boats, boat trailers, and the like, be parked in garages and/or approved outbuildings, however, the outdoor parking of no more than two (2) of said types of vehicles shall be permissible provided said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any house or building. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers and/or commercial two axle vehicles which are twenty (20) feet in length or greater are not permitted to park anywhere upon North Star Corner.

Section 7: Mobile Homes and Relocated Homes Prohibited. All home or building construction shall be new, on site, construction and no mobile homes and/or modular homes shall be permitted. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted.

Section 8: Temporary Structures. No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on North Star Corner as a family dwelling, either temporarily or permanently.

Section 9: Signs. All signs shall comply with the City and/or County zoning regulations and/or site plan regulations pertaining to signs which relate to the particular use of North Star Corner for which Owner desires signage. In the event no specific City and/or County zoning or site plan signage regulations apply, then no signage shall be allowed on North Star Corner until the submission requirements (as provided for in the following Section IV) have been complied with and the Architectural Control Committee has approved the submission data.

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Section 11: Further Division Restriction. North Star Corner may not be further divided into smaller Tracts.

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Section 12: Antennas And Satellite Dishes. No more than one (1) television antenna (and/or a specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height.

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A television satellite dish two feet (2') or less in diameter which is affixed to a home or building, or which is situated within twelve feet (12') of the side of a home or building, is acceptable without prior Committee approval. Multiple satellite dishes, or satellite dishes which are greater than two feet (2') in diameter, may be allowed provided the location(s) of the same are approved in writing by the Committee prior to installation.

ARTICLE IV: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee. An Architectural Control Committee for North Star Corner is hereby constituted. **Until such time as the main buildings or improvements to be constructed on North Star Corner have been completed**, the initial Committee shall consist of the undersigned individuals executing this Declaration of Protective Covenants in their capacities as officers of the member corporations along with 2 members of the Cheyenne Baptist Temple. All notices to the Committee required herein shall be sent to:

Architectural Control Committee - North Star Corner
c/o Larry D. Sutherland
6106 Yellowstone Rd
Cheyenne, Wyoming, 82009

AND

Cheyenne Baptist Temple
c/o Pastor
1621 E. Pershing Blvd.
Cheyenne, WY 82001

All committee actions or decisions shall be by majority vote. In the event of a tie vote which the committee is otherwise unable to resolve, the Committee shall designate another individual to act as a temporary committee representative in order to vote on the matter for the purpose of breaking the tie. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. In the event of a vacancy of a "Declarant" member of the committee due to the death, termination, or resignation of any member, the remaining "Declarant" member shall have full authority to designate a successor in which case notice of the successor's identity shall be recorded in the

Office of the Clerk and Recorder of Laramie County, Wyoming. Likewise, in the event of a vacancy of a Cheyenne Baptist Temple member of the committee due to the death, termination, or resignation of any member, the remaining Cheyenne Baptist Temple member shall have full authority to designate a successor in which case notice of the successor's identity shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Beginning on January 1st of the first year following the completion of the construction of the main buildings or improvements to be constructed on North Star Corner, the "Declarant" members of the Committee shall be replaced by two (2) members of Cheyenne Baptist Temple and such new membership shall constitute the Committee thereafter.

The approval or consent of the Committee or its representative on matters properly coming before it shall be conclusive and binding on all interested persons. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any governmental official, commission, or agency. During the construction phase, or at any other applicable time, Owner shall be solely responsible for obtaining any and all permits, applications, or other written instruments required by any private, public, or governmental agency.

Section 2: Submission To Committee. No sign, home, outbuilding, or any other building or structure shall be constructed or erected on North Star Corner until the submission requirements in the following Section have been complied with and the Committee has approved the submission data.

Section 3: Submission Requirements. Prior to the initial construction or erection of any sign or any building or structure, the Owner must submit the following data to the Committee:

- a. A plan for the sign or for any building or structure which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
- b. A site plan of North Star Corner showing the location of all proposed structures, well, and septic system.
- c. Any other information as may be required by the majority of Committee members in order to ensure compliance with the requirements contained herein.

Section 4: Approval Standards And Procedures. The Committee shall consider the submission data in light of the requirements, restrictions, intent, and spirit of this Declaration of Protective Covenants. Approval shall be based upon, among other things: compliance with the terms provided for in Article V entitled "Standards Relating To Improvements;" reasonable aesthetic appeal (including colors, materials, and designs); the proposed location of the sign or any other building or structure in relation to the topography, set-backs and roads; and conformity and harmony of the proposed sign or of any building or structure with with the intent and spirit of the all provisions in this Declaration of Protective Covenants.

The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required data. In the event the Committee disapproves of any submitted plans the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied with a written statement of the basis for the denial.

Members of the Committee or its representative shall not be liable for any claims, charges, or damages of any nature whatsoever by reason of any approval or disapproval by the Committee or its representative with respect to any submission made pursuant to this Article.

Section 5: Renovations. No substantial alteration or renovation of the exterior of any sign or of any building or structure situated on North Star Corner shall be performed without receiving Committee approval of the same after complying with Article IV, Section 3, hereinabove.

Section 6: Commencement And Completion Of Approved Construction. Once plans for construction have been approved by the Committee, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval, said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins, any building or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All improvements on North Star Corner shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

ARTICLE V: STANDARDS RELATING TO CERTAIN IMPROVEMENTS

Section 1: General. The following standards create a minimum code of uniformity for the construction of buildings and improvements upon North Star Corner.

Section 2: Non-Residential Buildings and Improvements. With respect to buildings and improvements that are non-residential in nature, it is the intent of these covenants to allow the Committee to review and approve or disapprove of submissions at the discretion of the Committee on a case by case basis with the intent to prevent the erection of buildings and structures constructed of improper, unsuitable, or unsightly materials and to ensure the erection of attractively designed permanent improvements appropriately located within the Property.

*MAD BJS
AWA
P.O.*

Section 3: Residential Buildings and Improvements. With respect to buildings that are to be utilized for residential purposes, the following minimum requirements shall apply:

a: Minimum Square Footage: The principal dwelling on North Star Corner must have a minimum fully enclosed ground floor area devoted to living purposes of no less than seventeen hundred (1700) square feet; except if said dwelling has multiple levels, the minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than two thousand (2000) square feet. Said minimum square footage standards are exclusive of basements, walk-out basements, porches, terraces and attached garages.

b: Additional Criteria For Home Exterior: Unless otherwise approved by the Committee in writing, a home constructed on North Star Corner must have no less than twenty percent (20%) of the exterior surface covered with appropriate masonry, stone, and/or dryvit® (or similar type of exterior insulated finish system), exclusive of fireplace chimneys. Roofing materials must be approved by the Committee and may include "T-lock" and/or laminated asphalt shingles with minimum twenty-five year manufacturer warranty, shake shingles, Woodruff® shingles (or equivalent brand), tile, or other roofing products approved by the Committee.

c: Attached Garages. Any residential dwelling on North Star Corner shall have no less than a three (3) car attached garage or a house plan design for attached garage space equivalent in size of a 3 car garage.

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Section 4: Barns and Outbuildings. No more than two (2) barns or outbuildings will be allowed on this Property. If only one (1) barn or outbuilding, the maximum size of any such single building shall not exceed 6,400 square feet. If two (2) barns or outbuildings, the maximum square footage of both buildings combined shall not exceed a total of 6,400 square feet. No side length of any outbuilding may be less than half the distance of the length of any other side of the building. No sidewall height of any outbuilding may exceed 16 feet high.

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Section 5: Location And Orientation Of Improvements/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements (including signs, a home, or any other building or structure) must be submitted and approved by the Committee as provided for in Article IV hereinabove. As a general rule, however, the following minimum criteria shall apply subject to the case by case evaluation by the Committee during the approval process:

With respect to the location of structures upon North Star Corner, the following minimum setbacks shall be required in relation to front, rear, and side property lines unless otherwise approved in writing by the Committee: The minimum setbacks for the front of North Star Corner shall be no less than one-hundred and twenty (120) feet. The minimum setbacks for the sides of North Star Corner shall be no less than ninety (90) feet. The minimum setbacks for the rear of North Star Corner shall be no less than ninety (90) feet.

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Section 6: Tract Approaches And Protection of Ground Cover. An approach for vehicular traffic onto North Star Corner must be installed at the commencement of any construction upon said Property in order to protect the shoulders of the road and the natural turf. The approach must be built to applicable standards required by the appropriate governmental authority (such as WYDOT and/or Laramie County, Wyoming, in cooperation with the Laramie County Public Works). Owners shall direct all vehicular traffic, for construction purposes or otherwise, to enter and exit only upon said approach and to use one path leading to and from the construction site in order to protect and preserve the native ground cover.

Section 7: Utility Connections. All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

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Section 8: Fences. Privacy fencing and/or boundary fencing is allowed subject to Committee approval. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire, sheep wire, or steel "T-posts" unless approved

by the Committee. Owner must keep fencing in state of good repair and must promptly remove any accumulation of trash and/or debris against the same. Any snow and/or wind fencing shall be utilized on a seasonal basis only and shall not be erected before October 1st, and shall be removed by June 1st, of any calendar year.

*MAD 2/25/05
A.S.A. CP*
Section 8: Maintenance of Homes, Improvements and Tracts. Owner shall maintain and provide for the maintenance of homes and/or other improvements upon North Star Corner. North Star Corner shall be kept free from noxious weeds which, in the reasonable opinion of the Committee, constitute a nuisance or are likely to spread to neighboring property.

*MAD 2/25/05
A.S.A. CP*
Section 9: Rebuilding Or Restoration. If any residence or other improvement is destroyed in whole or in part by fire, windstorm or from some other cause, it must be rebuilt or all debris must be removed and the Property restored to a sightly condition. Any such rebuilding or restoration must be commenced within three (3) months after the damage or destruction occurs and, thereafter, diligently pursued to completion within a reasonable time - not to exceed one (1) year after the date the damage occurred unless a longer period is otherwise approved by the Committee due to unusual circumstances.

ARTICLE VI: LANDSCAPING

Section 1: Landscaping. With respect to landscaping and/or screening for nonresidential purposes, all landscaping and/or screening shall comply with the City and/or County zoning regulations and/or site plan regulations pertaining to landscaping and/or screening which relate to the particular nonresidential use Owner desires for North Star Corner. In the event there are no specific City and/or County zoning or site plan landscaping and/or screening regulations that apply, or in the event Owner chooses a residential use for North Star Corner, the following minimum landscaping standards shall apply:

A. Trees. Within two (2) years after the completion of construction of the primary structure, an Owner shall plant and maintain no less than ten (10) trees of any variety which have the following minimum height requirements: Any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than the minimum height requirements in addition to the required ten (10) trees which meet the minimum height requirements. No unsightly shelter or wind protection for trees such as used tires or as otherwise determined by the Committee shall be permitted. Any dead trees shall be removed from the premises.

B. Turf/Yards. Soil immediately surrounding a home site or structure which has been disturbed during the construction phase, shall be reseeded with a native turf mix or other grass of Owner's choice within one (1) year after the completion of construction of the primary residence. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The seeding and/or sodding of a grass yard (for purposes of a groomed lawn), particularly in front of the main elevation of a home or building, is encouraged although not specifically required. The use of drought resistant and/or low maintenance grass is encouraged. If Owner chooses to seed and/or sod a yard which necessitates sprinkler irrigation, the maximum size of any yard under irrigation shall not exceed 18,000 square feet. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

Owner shall comply with any watering restrictions in time of drought that the City of Cheyenne or Laramie County officials adopt and impose.

ARTICLE VII: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on North Star Corner provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off an Owner's Tract. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or which is a nuisance.

Section 2: Horses Or Llamas. Horses and/or llamas shall be permitted on North Star Corner subject to the following conditions and requirements:

No more than a total of four (4) horses and/or llamas, collectively, may be kept for recreational purposes on North Star Corner. In these regards, separate and apart from the outbuilding(s) as provided for hereinabove, one (1) barn/stable facility shall be permitted on North Star Corner for use in connection with horses and/or llamas. Unless otherwise approved by the Committee in writing, the maximum size of any barn/stable facility shall be 1200 square feet and the maximum height of the side-walls and/or eaves of any barn/stable facility shall be 10.00 feet. Under no circumstances shall extreme and/or severe grazing be permitted. The boarding of horses and/or llamas not belonging to the Owner of the Property is strictly prohibited. The operation of

commercial riding stables and/or arenas is prohibited. Approved barns/stables and/or corrals shall be maintained in compliance with all lawful sanitary regulations. Riding arenas which necessitate the tilling of the soil for the arena bed must be approved by the Committee and shall be evaluated in terms of the size of the proposed area to be tilled and the location on the particular Tract.

Section 3: Other Farm Animals. As a general proposition, other farm animals - such as cows, sheep, chickens, swine, and the like - shall not be permitted on a permanent basis. This covenant is not intended to prohibit 4-H, FFA, or other similar non-commercial projects limited in scope and duration subject to written approval of the Architectural Control Committee.

Section 4: Other Animals. Other animals not referred to in Sections 1, 2, or 3 of this Article may be allowed, on a case by case basis, subject to Committee approval.

ARTICLE VIII: EASEMENTS

Section 1: Utility Easements. Utility easements as shown on the recorded plat for North Star Corner are granted for wires, electricity lines, gas lines, telephone lines, or any other public or quasi-public utility service purposes together with the right of ingress and egress at any time for the purpose of further construction and repair.

ARTICLE IX: GENERAL PROVISIONS

Section 1: Enforcement And Remedies. These covenants, conditions and restrictions may be enforced at any time by any legal or equitable owner or by the Committee or any member thereof, or either Declarant (Polaris Properties, Inc. or Lucky Star, Inc. or successors and assigns of either Declarant), by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant(s). Such judicial proceedings shall be for the purpose of removing a violation, restraining a 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 these Covenants shall be responsible for the reasonable attorney's fees incurred by the owner(s), Committee, or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these Covenants.

Although it is a right, it is not the obligation nor the responsibility of the Committee or Declarants to prosecute violations of these Covenants. Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarants relating in any way to a violation of the covenants by another Owner.

Section 2: Duration and Amendment. The covenants and restrictions of this Declaration of Protective Covenants shall run with and bind North Star Corner for a term of five (5) years from the date this Declaration of Protective Covenants is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive five (5) year periods.

~~This Declaration of Protective Covenants may be amended in whole or in part during the first five (5) year period by a written instrument executed by the undersigned Declarants. Any termination or amendment which has been approved by the Declarants must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.~~

Section 3: Benefits and Burdens. The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants and the Owner of North Star Corner and their respective heirs, successors, personal representatives and assigns.

Section 4: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5: Variances. Variances 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, on an extremely limited case by case basis. Any and all variances must be approved in writing by the Committee.

Section 6: Compliance With Governmental Rules and Regulations: Nothing herein shall be construed to relieve any person from otherwise complying with any and all governmental rules and/or regulations applicable to the particular use pursued by Owner of North Star Corner. The Owner shall be responsible to determine which regulations govern Owner's intended and actual land use and shall be responsible for complying with those regulations, if any. It is further understood that a change in zoning may be required by Owner to accommodate any of the aforementioned uses otherwise permitted by these covenants.

Section 7: No Liability. Neither Declarants, the Architectural Control Committee, North Star Ranch LLC, members of North Star Ranch LLC, Edward F. Murray, III and/or Catherine M. Murray, Larry D. Sutherland and Kimberlee Sutherland or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgment, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the covenants or provisions in this "Declaration Of Protective Covenants" in its entirety including, but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance.

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 15th day of September, 2005.

NORTH STAR RANCH LLC, Grantor

DECLARANT,
POLARIS PROPERTIES, Inc., Member

DECLARANT,
LUCKY STAR, Inc., Member

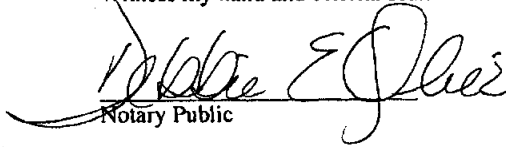

By: Edward F. Murray, III, President


By: Larry D. Sutherland, President

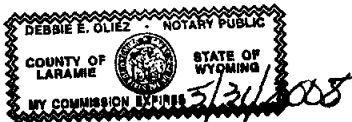
STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing "Declaration of Protective Covenants for North Star Corner" was acknowledged before me by Edward F. Murray, III, and Larry D. Sutherland in their capacities as officers for the respective corporate members of North Star Ranch LLC, this 15th day of September, 2005.

Witness my hand and official seal.


Notary Public

My Commission expires: 5/31/2008



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SUBDIVISION SETUP FORM

Subdivision Proper Name NORTH STAR CORNER

Received from NORTH STAR RANCH LLC

Grantor NORTH STAR RANCH LLC Document Date 8-16-2005

Grantee IN RE NORTH STAR CORNER

Legal Description M&B PTN NW1/4SW1/4, SW1/4NW1/4 SECTION 30, T15N, R66W

SUBDIVISION INFORMATION

Short Alpha Name NORTH STAR CORNER Number 2965

Block Name BLOCK Lot Name LOT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page _____ Old Hard Copy Book/Number COMP

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	RV SW
<u>15</u>	<u>66</u>	<u>30</u>		
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>2965</u>	<u>1</u>				
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