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STATE OF WYOMING )  
 ) SS:  
COUNTY OF LARAMIE )

**NORTH STAR RANCH LLC**  
**To**  
**THE PUBLIC**

**DECLARATION OF PROTECTIVE COVENANTS**  
**FOR TRACT 2**  
**NORTH STAR RANCH (1<sup>st</sup> Filing)**

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 all Tract 2, North Star Ranch(1<sup>st</sup> Filing), does hereby covenant, agree and make 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 said Tract 2, North Star Ranch (1<sup>st</sup> Filing), as well as the proper use of the property, for the purpose of preserving and enhancing the value, desirability, and attractiveness of said Tract 2 as well as the balance of the tracts in the North Star Ranch subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to all of Tract 2, North Star Ranch (1<sup>st</sup> Filing) only. Said Tract 2 is located in the subdivision known as North Star Ranch and the subdivision of North Star Ranch is situated in a portion of the SW1/4SW1/4 of Section 30 and a portion of Section 31, Township 15 North, Range 66 West of the 6th P.M., Laramie County, Wyoming.

NOTE: A separate Declaration of Protective Covenants has been previously recorded in Book 1541, Page 631, Laramie County Records, for the balance of the tracts in the North Star Ranch subdivision. Although references may be made herein to the balance of the North Star Ranch subdivision, the previously recorded covenants for the balance of the tracts in the North Star Ranch subdivision do not apply to Tract 2, North Star Ranch (1<sup>st</sup> Filing), and neither does this Declaration of Protective Covenants for Tract 2 apply to any other tracts in the North Star Ranch subdivision.

**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 any Tract (or in the event of a "Contract for Deed" transaction involving any Tract, the Purchaser(s) thereunder), 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 "Tract 2" or "Property" shall mean all of Tract 2, North Star Ranch (1<sup>st</sup> Filing), subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

**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) Outbuildings. No more than two (2) outbuildings will be allowed on this Property. If only one (1) outbuilding, the maximum size of any single building shall not exceed 6,400 square feet. If two (2) 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.

- (b) Recreational Fields
- (c) Home Occupations (in conformance with Section 3 below)
- (d) Single Family Residential
- (e) Churches
- (f) Primary and Secondary Schools
- (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 or Iron Mountain Road and not from North Star Loop.

Nothing in these covenants shall preclude the owner of the property from seeking a change in zoning 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 Tract 2. 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 Tract 2:
  - 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.

2) Massage Parlors/Technicians.

3) Any other home occupation which is determined as noxious, offensive, or annoying by the written vote of no less than seventy-five percent (75%) of the then record Owners of the balance of the tracts within the North Star Ranch subdivision.

Section 4: Dumping/Trash. Tract 2 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. Tract 2 Owner bears the responsibility to insure at all times that no trash, debris, or material of any kind be allowed to blow off of Tract 2.

Section 5: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in Tract 2. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in Tract 2.

Section 6: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways which serve Tract 2. It is encouraged that R.V.'s, 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 Tract 2.

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 Tract 2 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 Tract 2 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 Tract 2 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. In any event, Owner shall permit (without further consideration) the existing sign situated in the southwest corner of the Property (advertising the initial offering of North Star Ranch) to remain in place until April 1, 2006 unless the Owner of Tract 2 requests earlier removal of the sign with thirty (30) days advance notice to Declarants.

Section 10: Single Family Home site. If Tract 2 is used as a residential home site, no structure other than one private single family dwelling together with a private garage and/or appropriate outbuildings as provided for herein shall be erected, placed, or permitted to remain on the Property.

Section 11: Further Division Restriction. Tract 2 may not be further divided into smaller Tracts.

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.

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 Tract 2 is hereby constituted. The initial Committee shall consist of three (3) members and shall include the two undersigned individuals executing this Declaration of Protective Covenants in their capacities as officers of the member corporations and Rick A. Thompson in his capacity as manager of RTB, LLC whose address is 299 Doubletree Lane, Cheyenne, Wyoming 82009. All notices to the Committee required herein shall be sent to:

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

All committee actions or decisions shall be by majority vote. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. 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 due to the death, termination, or resignation of any member, the remaining member(s) 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.

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 Tract 2 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, home, outbuilding, or any other building or structure, the Owner must submit the following data to the Committee:

- a. A plan for the sign, home, outbuilding, or any other 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 the Tract showing the location of all proposed structures, well, and septic system.
- c. Any other information as may be required by the Committee 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, home, outbuilding, or any other building or structure in relation to the topography, the roads, and the adjacent Tracts; and conformity and harmony of the proposed sign, home, outbuilding, or any other building or structure and the use of Tract 2 with the intent and spirit of all provisions in this Declaration of Protective Covenants.

The Committee shall inform the applicant of its decision within ten (10) 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.

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, home, outbuilding, or any other building or structure situated on Tract 2 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 home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All improvements on Tract 2 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 homes upon Tract 2.

Section 2: Minimum Square Footage: The principal dwelling on Tract 2 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.

Section 3: Additional Criteria For Home Exterior: Unless otherwise approved by the Committee in writing, a home constructed on Tract 2 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.

Section 4: Attached Garages. Any residential dwelling on Tract 2 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.

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, outbuildings, or any other building or structure) must be submitted and approved by the Committee as provided for in Article IV hereinabove. The proposed location and orientation of improvements upon Tract 2 is an important factor considered by the Committee taking into account, among other things, the topography of the particular Tract, the views, and the desire to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within the North Star Ranch subdivision. Inasmuch as Tract 2 and the intentions of the Owner for the use thereof presents a unique setting, the site plan shall be evaluated and approved by the Committee on a case by case basis rather than attempting to specify detailed requirements for the location and orientation of improvements herein. 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 proper orientation of a home upon Tract 2, - unless otherwise approved by the Committee - a home shall be accessed from North Star Loop and situated so that the front elevation of the home, generally, faces North Star Loop. With respect to proper orientation of any other improvements upon Tract 2, the Committee shall take into consideration, among other things, the orientation of other homes or improvements in close proximity and the intent to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within the North Star Ranch Subdivision. Additionally, the Committee may consider the use and/or topography of Tract 2 which merits the orientation of improvements in a manner other than for a home as prescribed in this paragraph.

With respect to the location of a home upon Tract 2, 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 Tract 2 shall be no less than one-hundred and twenty (120) feet. The minimum setbacks for the sides of Tract 2 shall be no less than ninety (90) feet. The minimum setbacks for the rear of Tract 2 shall be no less than ninety (90) feet. With respect to improvements other than a home, the minimum setbacks from the property lines shall be in accordance with the applicable City or County zoning laws, unless the improvement is a building structure (other than a home) which is accessed off of North Star Loop in which case the front set back shall be no less than ninety (90) feet.

**Section 6: Tract Approaches And Protection of Ground Cover.** An approach for vehicular traffic onto Tract 2 must be installed at the commencement of any construction upon said Tract in order to protect the shoulders of the road and the natural turf. The approach must be built to county standards for 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.

**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. Smooth wire shall be acceptable. 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.

**Section 9: Maintenance of Homes, Improvements and Tracts.** Owner shall maintain and provide for the maintenance of homes and/or other improvements upon Tract 2. Tract 2 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.

**Section 10: Similarity In Housing.** A proposed dwelling which has an exterior elevation appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction in the North Star Ranch subdivision may not be built in close proximity (as "close proximity" is determined by the Committee) to the dwelling already existing, under construction, or previously approved for construction.

**Section 11: Outside Flood/Area Lights.** Unless otherwise approved by the Committee, no more than two (2) freestanding light poles for automatic all-night flood/area lighting, of the type available through Cheyenne Light Fuel & Power, is acceptable on Tract 2. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes or outbuildings.

**Section 12: 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 Tract 2. 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 Tract 2, 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. The foregoing limitation shall not apply to recreational fields. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

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

#### **ARTICLE VII: ANIMALS**

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on Tract 2 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 Tract 2 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 Tract 2. The maximum number of horses and/or llamas on Tract 2 may be exceeded by one (1) horse and/or llama only in the event of the birth of an offspring, however, this exception shall expire after one hundred and eighty (180) days. In any case where an Owner elects to have horses and/or llamas upon Tract 2, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated and approved by the Committee. In these regards, separate and apart from the outbuilding(s) as provided for hereinabove, one (1) barn/stable facility shall be permitted on Tract 2 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 Ranch are granted upon Tract 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. Said utility easements as depicted on the recorded plat for North Star Ranch are sixteen (16) feet wide on front Tract lines (along roads) and centered on rear and side Tract lines - eight (8) feet on each side of the Tract line - unless otherwise noted on the recorded plat.

Section 2: Equestrian/Pedestrian Easements. Equestrian/pedestrian easements as shown on the recorded plat for North Star Ranch are granted within the North Star Ranch Subdivision for access only, within the easement, over and across the Tracts to which said equestrian/pedestrian easements are appurtenant. Said equestrian/pedestrian easements as depicted on the recorded plat for North Star Ranch are forty (40) feet wide and centered on rear and side Tract lines - twenty (20) feet on each side of the Tract line - unless otherwise noted on the recorded plat. Each Owner of a Tract to which said equestrian/pedestrian easements are appurtenant acknowledges the right of individuals on horseback and/or on foot to pass over and across the Owner's Tract within the boundaries of the easement. An Owner shall not fence across or within said equestrian/pedestrian easements or otherwise restrict or inhibit the passage through said easements. The undersigned acknowledge that there are no Equestrian/Pedestrian Easements crossing Tract 2.

Owner of Tract 2 may utilize said equestrian/pedestrian easements for passage only and must be respectful and considerate of the rights and feelings of the Owner's of the Tracts to which said equestrian/pedestrian easements are appurtenant. Accordingly, the following guidelines for use of said equestrian/pedestrian easements are hereby imposed. Passage through said equestrian/pedestrian easements are only permitted on horseback or on foot. Bicycles or motor vehicles of any nature whatsoever are strictly prohibited. Said equestrian/pedestrian easements are



for passage only. Under no circumstances shall individuals using said easements loiter, delay, linger, putter, or goof off within said easements. Said easement shall not be used by individuals before sunrise or after sunset. Other than the horse upon which an individual may be riding, absolutely no other pets or animals shall be allowed to accompany individuals on horseback when using said easements except for a foal on a halter with rope. Any pet accompanying a pedestrian using said easements must be on a collar and leash and all dog droppings must be immediately collected by the owner of the pet. Littering is strictly prohibited. Grazing horses or other livestock within said equestrian/pedestrian easements is prohibited.

**ANY USER OF SAID EQUESTRIAN/PEDESTRIAN EASEMENTS USES THE SAME AT HIS/HER OWN RISK OF INJURY, DEATH OR DAMAGE TO SAID USER'S PERSON OR PROPERTY.**

Section 3: Drainage Easements. Drainage easements as shown on the recorded plat for North Star Ranch are granted within the North Star Ranch subdivision. Said drainage easements encompass the approximate special 100 year flood area as established by FEMA. No improvements of any kind shall be permitted within said easements except for fencing (which does not encroach upon the equestrian/pedestrian easements) and underground utility facilities within the utility easements. Additionally, no obstruction and/or revision of the natural drainage basin is permitted.

#### **ARTICLE IX: GENERAL PROVISIONS**

Section 1: Enforcement And Remedies. These covenants, conditions and restrictions may be enforced by any legal or equitable owner(s) of any other tract(s) within the North Star Ranch subdivision, or by the Committee, or the Declarants and their successors and assigns, 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 on behalf of any owner(s) of any other tract(s) within the North Star Ranch subdivision. 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 Tract 2 for a term of twenty (20) 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 periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then record Owners.

This Declaration of Protective Covenants may be amended in whole or in part by a written instrument executed by the undersigned Declarants or their successors and assigns. 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 Tract 2 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 Tract 2. 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.

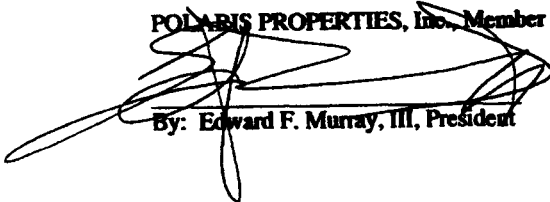
**Section 7: No Liability.** ~~Neither Declarants, the Architectural Control Committee, North Star Ranch LLC, members of North Star Ranch LLC, Edward F. Murray, III and/or Catherine M. Murray, Larry D. Sutherland and Kimberlee Sutherland or any successors or assigns of the aforementioned shall be liable 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 ~~16th~~ March 16<sup>th</sup>, 2005.

**NORTH STAR RANCH LLC, Grantor**

**POLARIS PROPERTIES, Inc., Member**

**LUCKY STAR, Inc., Member**

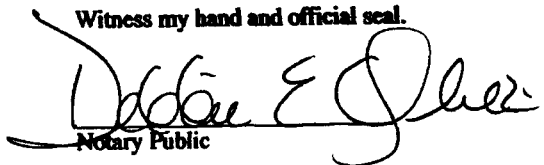
  
By: Edward F. Murray, III, President

  
By: Larry D. Sutherland, President

STATE OF WYOMING )  
                                  )ss.  
COUNTY OF LARAMIE )

The foregoing "Declaration of Protective Covenants for North Star Ranch" 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 16<sup>th</sup> day of March, 2005.

Witness my hand and official seal.

  
Notary Public

My Commission expires:

