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STATE OF WYOMING )  
 ) SS:  
COUNTY OF LARAMIE )

LUCKY STAR, INC.  
To  
THE PUBLIC

This instrument filed for record by First American Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

**DECLARATION OF PROTECTIVE COVENANTS**  
**FOR**  
**NORTH STAR RANCH, 2<sup>ND</sup> FILING**

KNOW ALL MEN BY THESE PRESENTS, that LUCKY STAR, INC., a Wyoming Corporation organized under the laws of the State of Wyoming, being the owner in fee simple of all the real property in the subdivision known as NORTH STAR RANCH, 2<sup>ND</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 the subdivision, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of the North Star Ranch, 2<sup>nd</sup> Filing, subdivision.

Section 2: Scope. This Declaration of Protective Covenants applies to all of Tracts 1 through 33, North Star Ranch, 2<sup>nd</sup> Filing, a subdivision situated in a portion of Sections 19 & 30, Township 15 North, Range 66 West of the 6<sup>th</sup> P.M., Laramie County, Wyoming.

**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 Lucky Star, Inc. executing this Declaration of Protective Covenants.

Section 3: "Owners" 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: "Subdivision" shall mean all of the real property within North Star Ranch, 2<sup>nd</sup> Filing, subject to this Declaration of Protective Covenants (as described above in Article I, Section 2).

**ARTICLE III: USES AND RESTRICTIONS**

Section 1: Principal Use: It is intended that the Tracts within the Subdivision shall be used and occupied as rural "ranchette" residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances. No noxious or offensive activities constituting a nuisance shall be permitted on any Tract with the Subdivision. 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 any Tract shall be deemed a nuisance per se: discharging fireworks; discharging firearms and/or hunting; operating all-terrain vehicles (ATVs) or other off-road recreational vehicles within the Subdivision (except upon the public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle in a manner so as not to disturb the serenity of the area).

Section 3: Commercial Enterprise: No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract within the Subdivision.

Section 4: 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 within the Subdivision 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, or 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 bonafide 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 any Tract within the Subdivision:

(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: 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 Tracts within the Subdivision.

Section 5: Dumping/Trash. No Tract shall 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. A Tract Owner bears the responsibility to ensure at all times that no trash, debris or material of any kind be allowed to blow off the Tract.

Section 6: Excavation. No refining, quarrying or mining operations of any kind shall be permitted upon and/or in any Tract. Nor shall underground fuel tanks, excavated tunnels, mineral excavations or shafts be permitted upon and/or in any Tract.

Section 7: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the public roadways, which serve the Recorded Record of Survey. It is encouraged that RVs 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 vehicle shall per permissible provided said vehicles are situated away from the general view of adjacent landowners and away from the roadway side of any house. Unlicensed, unused, stripped-down, partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers are prohibited. Commercial two-axle vehicles, which are twenty (20) feet in length or greater are not permitted to park anywhere within the Subdivision.

Section 8: Mobile Homes and Relocated Homes Prohibited. All home 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 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporarily or permanently.

Section 10: Signs. No sign of any kind shall be displayed to the public view on any Tract except as follows: (1) The signs advertising the initial offering of North Star Ranch, 2<sup>nd</sup> Filing; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.

Section 11: Single Family Homesites/further Division Restriction. No structure other than one private single-family dwelling together with a private garage and/or appropriate outbuildings and barns as provided for herein after shall be erected, placed, or permitted to remain on any of the Tracts. No Tract within the Subdivision may be further divided into smaller Tracts.

Section 12: Antennas and Satellite Dishes. 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. Television satellite dishes two feet (2') or less in diameter which are affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable without prior committee approval.

#### **ARTICLE IV: ARCHITECTURAL CONTROL**

Section 1: Architectural Control Committee. An Architectural Control Committee for the Subdivision is hereby constituted. The initial Committee shall consist of Larry Sutherland, and Kimberlee Sutherland. All notices to the Committee required herein shall be sent to:

Architectural Control Committee--North Star Ranch, 2<sup>nd</sup> Filing  
C/O Larry Sutherland  
6106 Yellowstone Road  
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 home, outbuilding or barn shall be constructed or erected on any Tract within the Subdivision until 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 of a home, outbuilding or barn, the Owner must submit the following data to the Committee:

a. A plan for the proposed home, outbuilding or barn which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing the 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 the Declaration of Protective Covenants. Approval shall be based upon, among other things: compliance with the terms provided for in Article V

Standards Relating to Improvements:" reasonable aesthetic appeal (including colors, materials, the proposed location of the home or outbuilding in relation to the topography, the roads, and Tracts; and conformity and harmony of the proposed home or outbuildings and/or the use of the intent and spirit of 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 the proposed plans. In the event the Committee disapproves of any submitted plans, the Committee shall, make reasonable efforts to assist and advise the applicant in achieving an acceptable plan. A 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 whatsoever by reason of any approval or disapproval by the Committee or its representative with respect to any submission made pursuant to this Article.

Renovations. No substantial alteration or renovation of the exterior of any home or outbuilding situated on a Tract shall be performed without receiving Committee approval of the same in accordance with Article IV, Section 3, hereinabove.

Commencement and Completion of Approved Construction. Once construction begins, the improvements or alteration thereto approved by the Committee shall be diligently pursued. All homes and other improvements on any Tract shall be substantially completed within a reasonable period after commencement of construction unless the Committee establishes a longer period at the time of approval of the construction plans.

#### ARTICLE V: STANDARDS RELATING TO IMPROVEMENTS

General. The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within the Subdivision.

Minimum Square Footage. The principal dwelling on any Tract must have a minimum of one thousand (1000) square feet of 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 shall be one thousand (1000) square feet, 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, walkout basements, porches, terraces and attached garages.

Additional Criteria for Home Exterior. Unless otherwise approved by the Committee in writing, the exterior of any home constructed on any Tract must have no less than twenty percent (20%) of the exterior walls finished with appropriate masonry, stone, and/or dryvit® (or similar type of exterior insulated finish) exclusive of fireplace chimneys. Roofing materials must be approved by the Committee and shall include "T-lock" and/or laminated asphalt shingles with minimum twenty-five year warranty, shake shingles, Woodruff® shingles (or equivalent brand), tile, or other roofing materials approved by the Committee.

Attached Garages. All dwellings on any Tract shall have no less than a three- (3) car garage.

Location and Orientation of Improvements/Minimum Building Setbacks. A site plan showing the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article IV hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee. The Committee, taking into account, among other things, the topography of the particular Tract, the views, the desire to maintain a maximum degree of symmetry, harmony, and balance among all improvements situated within the Subdivision. Inasmuch as each Tract and the intention of each Owner of a Tract there on presents a unique setting, each 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 standards shall apply subject to the case by case evaluation by the Committee during the approval process.

In order to proper orientation of a home upon a Tract, any home shall unless otherwise approved by the Committee be situated upon a Tract so that the front elevation of the home generally faces the road from which the home is accessed. There are several Tracts, which may be accessed from multiple roads. In such cases, the home may face either road subject to approval from the Committee. In consideration, among other things, the orientation of homes in close proximity and the intent to maintain a maximum degree of symmetry, harmony and balance among all improvements, situated

within the recorded Subdivision. Additionally, the Committee may consider the topography of a Tract, which merits the orientation of a home in a manner other than described in this paragraph.

With respect to the location of improvements upon a Tract, the following minimum setbacks shall be required in relation to front, rear, and side property lines. The minimum setbacks for the front of all Tracts (Except those Tracts listed below) shall be no less than one hundred and twenty (120) feet. The minimum setbacks for the sides of all Tracts shall be no less than ninety (90) feet. The minimum setbacks for the rear of all Tracts shall be no less than ninety (90) feet, unless otherwise approved in writing by the Committee.

Tracts 1,4,13,14,16,17,25,26,27,30,and 33 shall have a Side Setback requirement of Fifty (50) feet OR AS DEEMED APPROPRIATE BY THE COMMITTEE.

Variances to the Front and Side SetBack requirements as set forth above may be granted by the Committee on a case by case basis.

With the exception of fencing, in all cases the aforementioned setbacks shall pertain to any and all permanent improvements of any nature including, but not limited to, wells and septic systems.

An Owner may combine two or more Tracts as a homesite subject to the following considerations: An Owner combining two or more Tracts as a homesite must carefully consider the placement and location of any home dwelling, outbuildings and/or barns to be constructed upon the combined tracts in light of the possible future separation and sale of the combined Tracts individually. In these regards, when selling individual Tracts that were previously combined, each Tract (when separated) is subject to the minimum setback requirements as set forth hereinabove. Furthermore, these covenants prohibit the erection of an outbuilding and/or barn prior to the construction of a residence (see Article V, Sections 6 and 7 hereinafter). Similarly, an Owner who has combined two or more Tracts as a homesite and who has constructed a home dwelling on one of the Tracts and an outbuilding and/or barn on the other Tract, may not separate the Tracts for individual sale unless demonstrating to the satisfaction of the Committee that a residence shall also be timely constructed upon the Tract with the outbuilding and/or barn. The purpose of the preceding provision is intended to prohibit the use of an outbuilding and/or barn if the Owner does not also reside in a home dwelling upon the Tract. Notwithstanding anything hereinabove to the contrary, the interior lot lines of combined Tracts may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel if the combined parcel is not, thereafter, separated. the interior lot lines of said combined parcel may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel.

Section 6: Outbuilding. No more than one (1) outbuilding (not including barns) shall be permitted on any Tract. Unless otherwise approved by the committee in writing, the maximum size of any outbuilding shall be 3200 square feet and the maximum height of the sidewalls and/or eaves of any outbuilding shall be 14.00 feet.

The distance and location of an outbuilding in relation to the home and other improvements must be approved by the committee, the intent being that the respective improvements must be appropriately integrated. Construction of any outbuilding shall not proceed, but may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no outbuilding may be utilized until the residence is complete and occupied.

Any plan for an outbuilding must be submitted and approved by the Committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in Section 3 above) do not apply with respect to outbuildings. The Committee shall permit engineered prefabricated metal buildings subject to approval.

Section 7: Barns. In addition to an outbuilding as provided for in the preceding section, one (1) barn/stable facility shall be permitted on any Tract. Unless otherwise approved by the Committee in writing, the maximum size of any barn/stable facility shall be 2400 square feet and the maximum height of the sidewalls and/or eaves of any barn/stable facility shall be 12.00 feet.

The distance and location of a barn/stable facility in relation to the home and other improvements must be approved by the Committee, the intent being that the respective improvements must be appropriately integrated. Construction of any barn/stable facility shall not proceed, but may be contemporaneous with, or subsequent to, the construction of the residence. In any event, no barn/stable facility may be utilized until the residence is complete and occupied.

Any plan for a barn/stable facility must be submitted and approved by the committee as provided for in Article IV hereinabove. The additional criteria for home exteriors (in section 3 above) do not apply with respect to barns. Engineered prefabricated metal barns shall be permitted subject to approval by the Committee.

Section 8: Tract Approaches and Protection of Ground Cover. An approach for vehicular traffic onto a Tract 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 permitted and built to county standards for Laramie County, Wyoming. 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 9: Interior Access to Tracts. All Tracts within the Subdivision shall be accessed off of the public roadways situated within the interior of the subdivision.

Section 10: Utility Connections. All utility lateral and/or service extensions from the main line to the home and/or other improvements shall be underground.

Section 11: 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 a 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 1<sup>st</sup>, and shall be removed by June 1<sup>st</sup>, of any calendar year.

Section 12: Maintenance of Homes and Improvements. All Owners shall maintain or provide for the maintenance of homes and improvements upon their Tracts. Tracts 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 13: Similarity in Housing. Unless approved by the Architectural Control Committee, a proposed dwelling, which has an exterior elevation appearance substantially similar to a dwelling already existing, under construction, or previously approved for construction may not be built in close proximity (as the Committee determines "close proximity") to the dwelling already existing, under construction, or previously approved for construction.

Section 14: Outside Flood/Area Lights. Unless otherwise approved by the Committee, only one (1) freestanding light poles for automatic all-night flood/area lighting, of the type available through Xcel Energy, is acceptable on any Tract. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes, outbuildings and /or barns.

Section 15: 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 Tract 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. In order to enhance each Tract and homesite and to promote a harmonious and integrated appearance among all Tracts, the following minimum landscaping standards shall apply:

A. Trees. Within two (2) years after the completion of construction of the primary residence, 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 from 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 homesite, which has been disturbed during the construction phases, 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. The use of drought-resistant and/or low-maintenance grass is encouraged for purposes of a groomed lawn. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. If an 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.



## ARTICLE VII: ANIMALS

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts 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 of and 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 all Tracts within the recorded Subdivision 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 each Tract. The maximum number of horses and/or llamas per tract 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 the Tract permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated to and approved by the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. The boarding of any animals not belonging to the Owner of the Tract is prohibited. The operation of commercial stables and/or riding arenas is prohibited. Approved barn/stables and/or corrals shall be maintained in compliance with the 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 of the particular Tract.

Section 3: Other Farm Animals. As a general proposition, other farm animals such as swine, chickens 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 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 Legacy Ridge are granted within the Subdivision 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 2<sup>nd</sup> Filing are sixteen (16) feet wide on front Tract lines (along roads) and centered on rear Tract lines and some 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, 2<sup>nd</sup> Filing are granted within the Subdivision for access only, within the easement, over and across the Tracts to which said equestrian/pedestrian easements are appurtenant. Said equestrian/pedestrian easements are depicted on the recorded plat for North Star Ranch, 2<sup>nd</sup> Filing 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 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.

Individuals utilizing said equestrian/pedestrian easements must do so 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. Passages 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, or putter within said easements. Individuals shall not use said easements 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/PEDRESTRIAN EASEMENTS USES THE SAME AT HIS/HER OWN RISK OF INJURY, DEATH, OR DAMAGE TO SAID USER'S PERSON OR PROPERTY.**

**NOTHING IN THIS PROVISION SHALL BE CONSTRUED BY AN OWNER TO ALLEVIATE THE RESPONSIBILITY TO PROCURE, AT HIS/HER EXPENSE, LIABILITY INSURANCE FOR INJURY, DEATH, OR DAMAGE OCCURRING ON HIS /HER TRACT.**

Section 3: Drainage Easements. Drainage easements as shown on the recorded plat for North Star Ranch, 2<sup>nd</sup> Filing are granted within the Subdivision. Said drainage easements encompasses 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 are 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), 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, or for 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 a different provision within these covenants.

Although it is a right, it is neither the obligation nor the responsibility of the committee or Declarants to prosecute violations of these Covenants on behalf of any Owner(s). 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 the recorded Subdivision 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 during the first twenty (20) year period by a written instrument executed by two-thirds (2/3) or more of the then record Owners.

Any termination or amendment to this Declaration of protective covenants must also be approved in writing by the Declarants (or their successors) in order to be valid. 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.

Whenever a vote of the Owners is required in this Declaration of Protective covenants, an Owner shall be entitled to one (1) vote for each Tract owned. Two or more persons owning a Tract (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Tract.

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 Owners of the Tracts located within the Subdivision and their respective heirs, successors, personal representatives and assigns.

Sections 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.

