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JOHN N. MORRIS  
&  
NORMA B. MORRIS

TO

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
THE SHELLBACK SUBDIVISION

KNOWN ALL MEN BY THESE PRESENTS: that THE POLO RANCH CO, a Wyoming Corporation, Grantor, the owner of all lands in The Shellback Subdivision, a subdivision of approximately 94 Acres, developed by the undersigned and located in Laramie County, Wyoming as the same is more particularly described to wit:

Portions of sections 16, 17, 20, & 21, T. 14 N., R. 67 W., 6<sup>th</sup> P.M., Laramie County, Wyoming

does hereby covenant, agree and make the following Declarations as to the limitations and restrictions of use to which the Tracts within The Shellback Subdivision may be put:

1. INTENT: It is the intent of these covenants to protect and enhance the value, desirability and attraction of The Shellback Subdivision; to protect Tract owners from development and use of other Tracts within the subdivision which may depreciate the value and/or restrict the use of their Tracts; to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the homes and improvements constructed on Tracts in the subdivision; to encourage the construction and maintenance of appropriate structures and improvements; to ensure and encourage the provision of adequate and suitable landscaping; to ensure the proper location of improvements and to ensure continuance of the pristine beauty of the common green and wetlands areas (Tracts 3 and 14) to the equal enjoyment of all residents.

2. DEFINITIONS:

a. "Owner" shall mean and refer to the owner(s) of record whether one(1) 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 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 the owner thereof.

b. "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to this declaration.

c. "Tract" shall mean and refer to any single parcel of land referred to as a tract as shown on the final plat of the Shellback Subdivision and of supplements or amendments thereto as recorded in the office of the Clerk, County of Laramie, State of Wyoming, (being 14 in number,

Tracts 1 and 2 and 4 through 12 being individually owned by purchaser(s) and Tracts 3 and 14 being jointly owned, 1/12th in whole and equal portion by owners of Tracts 1 and 2 and 4 through 12).

d. "Improvements" shall mean and include, but not be limited to homes, roads, private drives, storage buildings, workshops, fencing, major landscaping projects, and recreation areas/facilities installed or located on the property.

3. PRINCIPAL USE: All Tracts within the subdivision (except Tracts 3 and 14) shall be known and described as residential tracts and will be restricted by appropriate provisions in these Declaration of Covenants. These Tracts will be used and occupied as residential home sites only. Tracts 3 and 14 will be used solely as joint recreation and green buffer and wetland areas for the sole use of subdivision residents and their guests. These two tracts will not be used for residential construction purposes (either temporary or permanent).

4. NUISANCES: No noxious or offensive activities shall be conducted or permitted on any Tract, nor shall anything be done thereon which may be or become a nuisance to the Owner of any other Tract within the Property. For the purpose of this Section, a "Nuisance" shall be construed according to case law precedent existing in the State of Wyoming and include, generally, that activity which arises from unreasonable, unwarranted or unlawful use by a person on his own Property, thereby working obstruction or injury to the health, safety, welfare, pleasure, or right of another.

5. COMMERCIAL ENTERPRISE: No trade, business, manufacturing sales or other commercial activities of whatever nature shall be permitted upon any tract within the subdivision.

6. DUMPING AND TRASH: No Tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage of disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

7. EXCAVATING OR MINING: No drilling (except for water wells), quarrying, excavation or mining operations of any kind shall be permitted on any tract, nor shall pits, tanks, tunnels, derricks, or shafts be permitted upon or in any tract.

8. VEHICLES AND EQUIPMENT: No vehicles and equipment which are not in running condition, are in a state of disrepair, or which are not currently licensed, shall be parked on the Tracts or on the roads, or on a driveway or anywhere within the Subdivision more than 72 hours

at any time, nor as a repeated practice. No vehicles, trailers, or other mobile equipment shall be habitually parked along any of the public roadways adjacent to or within the Property. Owners of camp trailers, motor homes, tractors, horse trailers, boats, boat trailers, and trucks larger than general use pickups, shall park such vehicles, other than on a temporary basis not to exceed 48 hours but not as a repeated practice, away from the general view of adjacent landowners and away from the roadway side of any house. Such vehicles and/or equipment must be stored/maintained in an enclosed storage building built on the tract by the Tract owner and built to the standards subsequently set down in these covenants.

9. **BUILDINGS/SUBDIVISION:** No structure of more than one private single family dwelling together with a private garage capable of storing not less than two nor more than four vehicles, and appropriate outbuildings, as may be approved by the Committee, shall be erected, placed or permitted to remain on any of the Tracts. On a case by case basis one Guest house may be built as an adjunct to the Primary Residence as long as it is located in close proximity to the primary residence and is similar in style and color to the primary residence. Utilities to such guest house must be an extension of (not an addition to) that installed for the primary residence (e.g. No additional water or waste disposal system will be built for the guest house). In addition such guest house must go through the same approval process and meet the same design and construction standards (except minimum size) as the Primary Residence. Purchasers of any tract in the subdivision may not subdivide same into smaller tracts nor may the owners transfer any part thereof which is smaller than the tract as originally subdivided. No sheds or other improvements may be placed on any tract until construction of the primary dwelling or concurrent therewith.

All construction shall be new and no structure shall be moved from any location outside this Subdivision onto any site in said Subdivision without the prior written consent of the Committee. It is the intent of the Declarants that all dwellings within this Subdivision be custom built and that no tract housing occur within the Subdivision. Accordingly, no proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the Subdivision.

10. **TEMPORARY STRUCTURES:** No structure of a temporary character of whatever kind, including but not limited to, mobile homes, trailer, modular, basement, tent, shack, barracks, garage, barn, shed, or other outbuilding shall be permitted on any Tract as a family or other dwelling either on temporary or permanent basis. No such temporary structure should be permitted for any other purpose except as approved by the Committee, either on a temporary basis or permanently. However, this Covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, providing that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time.

11. **TELEVISION ANTENNAS:** Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. Television satellite dishes may be allowed, but their location and the screening design must take into account adjacent Tract owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

12. **SIGNS:** Except for signs advertising the initial offering of THE SHELLBACK, no sign of any kind shall be displayed to the public view on any Tract except one sign of not more than six square feet advertising the property for sale or rent, or except signs of not more than 30 square feet used by a builder to advertise the property during the construction period. Upon completion of construction the large sign shall be removed immediately, but, may be replaced with a six square foot sign advertising the property for sale or rent. In all cases a sign shall be removed immediately upon sale or disposal of the property. This limitation on signing shall not preclude the declarants from placing an entrance structure to the subdivision as approved by Declarants together with logo identifying the subdivision.
13. **PETS AND ANIMALS:** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Owner at all times and will not be allowed to run free off the Owner's lot. No livestock (including but not limited to horses, cows, goats, lamas or swine) nor fowl of any kind shall be kept on any Tract. A maximum of four(4) domestic pets will be allowed to reside at each Tract. All Tract owners shall insure that any pets kept by such Owner shall not be a nuisance to any other Tract owner or resident. Pets will be under the control of the owner at all times and will not be allowed off the owners property except in the company of the Owner or family members. Pet kennels or dog runs may be permitted by the Architectural Control Committee through application but all such structures shall be properly screened from the view of other Tract owners and/or public roads which serve the subdivision. Pets will not be allowed in the common areas except when under the direct close control of a property owner. Pets will not be allowed to swim in the pond area on Tract 3.
14. **EASEMENTS:** Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for underground wires, pipes, conduits, electricity, gas, telephones 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.
15. **COMMON AREAS:** Tracts 3 and 14 as identified on the formal plat are designated common areas jointly owned as 1/12th equal shares by the Tract Owners. These areas are reserved for the recreational enjoyment of the subdivision residents and their guests when said guests are accompanied by a member of a residents family or inhabitant of an owners home. NO residential structures will be built in the Tracts. This restriction will be enforced by deed restrictions established when title transfers from the declarant to the owner and through any subsequent transfer of ownership. Recreational structures such as picnic areas, aerobic run stations, walking and biking paths may be constructed by The Shellback Subdivision Homeowners Association after being approved by the Architectural Control Committee. No enclosed structures will be allowed except for one small storage facility, owned by The Shellback Subdivision Homeowners Association for the purpose of storing common area maintenance equipment and supplies. Maintenance of the common area including the Crow Creek waterway and the pond area planned to be located in Tract 3 will be the responsibility of the Shellback Subdivision Homeowners Association. Overnight camping will not be allowed in the common areas and open fires are prohibited except in established picnic area cooking facilities if such are built by the Homeowners Association. Use of any picnic and/or recreation areas in the common areas will be controlled by strict procedures established by the Homeowners Association at the time such facilities are built.

16. ARCHITECTURAL CONTROL:

a. ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee for THE SHELLBACK Subdivision is hereby constituted. This committee is initially composed of duly qualified and acting officers of The Polo Ranch Co. A majority of the Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. As tracts are purchased and Tract owners become members of The Shellback Subdivision Homeowners Association, the initial Architectural Control Committee may add members of the Homeowners Association to the Committee membership. Such additional members will have full voting authority on Committee Actions. When such additional membership is offered by the initial Committee, The Homeowners Association members, by majority vote will nominate an individual member of the Association to serve as additional member on the Committee. Neither the members of the committee nor its designated representative(s), if any, shall be entitled to any compensation of any kind for services performed pursuant to these covenants. Any member of the Committee may resign upon ten (10) days written notice to the other members of the Committee. In the event of a vacancy due to death, termination, or resignation of any member, the remaining members shall have full authority to designate a successor. Upon the sale of all TRACTS by the initial committee members, the rights and responsibilities of the committee shall be assigned to and assumed by the Shellback Subdivision Homeowners Association.

The Committee shall have such powers, privileges and immunities as are set forth in this Declaration of Protective Covenants. The affirmative vote of a majority of the members of the Committee shall constitute the action of the Committee on any matters before it. The approval or consent of the Committee on matters coming before it shall not be unreasonably withheld, actions shall not be taken arbitrarily or capriciously and decisions shall be made within a reasonable time and shall be conclusive and binding on all interested persons.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made or application made pursuant to this Declaration.

b. SUBMISSION TO THE COMMITTEE: No home, outbuilding, garage or other major improvement shall be constructed or erected on any TRACT in the Subdivision nor shall any major alteration or renovation of the exterior of any home, outbuilding, garage or major improvement on any Tract in the subdivision be initiated without complying with the submission requirements as hereinafter provided:

c. SUBMISSION REQUIREMENTS will be as follows:

1. For initial construction of a home, outbuilding, garage or major improvement, the Owner will submit to the Committee, (together with a written statement of submission, showing the names of the parties submitting and the major construction contractor, if any, the Tract description and the date of submission) the following:

(a) A site plan showing the location of the structure(s) to be constructed on the Tract, the location and size of all roads, paths, driveways and/or sidewalks, the drainage across such Tract and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission.

(b) The floor plans of each level of the structure with square footage indicated.

(c) A drawing or Architects rendering showing the front, side and rear elevation of all structures.

(d) A description on the drawing or on a separate specification sheet of the type and color of all exterior finishes and materials and roofing materials.

(e) A plan for the proposed landscaping to include outline specifications describing location, dimensions, materials and types of trees (including initial approximate heights of trees).

All required submittals and subsequent Committee approvals must be completed before any construction including excavation is initiated.

The Committee reserves the right to require the applicant to submit such other information which it deems necessary for its determination. If the Committee seeks additional information the time period for its decision shall not start until such information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing, require of the applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Homeowners' Association or any TRACT Owner to enjoin the construction of any structure which does not comply with any other provision of this Declaration.

In the event that any construction is commenced upon any Tract within the Subdivision without having first secured Committee approval, the Committee and/or the Homeowner's Association and/or any owner of a Tract within the Subdivision may



institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees and cost of such action.

d. APPROVAL: Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of a governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency will be the sole responsibility of the applicant owner and any approval granted by the Committee will not in any way be construed to mean acceptance by any private or governmental agency.

#### 17. DESIGN AND CONSTRUCTION STANDARDS

a. GENERAL: The design and construction standards are intended to impose a code of uniformity upon the development with regard to high quality of design, construction and aesthetics within the subdivision. It is the intent of this Declaration that all dwellings be custom built and that no tract housing, mobile homes or modular homes be constructed or moved into the Subdivision. To these ends no proposed dwelling should duplicate or be substantially similar to a dwelling already built or under construction within the subdivision. Variances to these and the following design standards may be appropriate on specific cases. However, rather than attempt to anticipate the special cases in which variances should be granted, owners should recognize that detailed refinement of these standards are a function of the review process. All dwellings shall be constructed according to applicable codes and building requirements to include but not necessarily be limited to the following codes and regulations.

Uniform Building Code  
Uniform Plumbing Code  
Uniform Mechanical Code  
National Electric Code  
Laramie County Department of Environmental Health Regulations  
FHA Building Codes

Once construction is begun on any residence, such construction shall be completed within one(1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement. Any excavation or disturbance of the natural soil or topography for the purpose of building a structure is interpreted as beginning construction. Likewise moving of construction materials onto a tract is also interpreted as beginning construction.

b. BUILDING SIZE: The principal dwelling should have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,800 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story structure, the minimum ground floor area may be reduced providing that the total living area of said structure shall be not less than 2,500 square feet. Basement areas are not figured in to allowable square footage.

c. **BUILDING EXTERIORS:** Unless otherwise approved by the Committee, a dwelling must have no less than 25% of its exterior walls, exclusive of fireplace walls and chimneys, constructed with suitable brick or natural stone. In any event, the remainder of the exterior wall materials of all dwellings or improvements must first be approved by the Committee. Natural wood and stone/masonry finishes are encouraged. Accent panel of stucco may be utilized on building exteriors if approved by the Committee. New technologies such as synthetic stucco may be used as an exterior finish on a case by case basis. Roofing materials shall consist of wood shingles/shakes, woodruff, tile, or premium grade design line asphalt shingles weighing a minimum of 240 pounds per square. No "three tab" shingles of any nature shall be permissible. In all cases, exterior colors and exterior construction materials of all homes and improvements must first be approved in writing by the Committee as herein provided. Construction of log homes are discouraged but could be considered on a case by case basis. However the approval process for a log home will include (in addition to the other documents listed in paragraph 17a) a photo or colored depiction of the home's exterior plus information as to the equality and maintainability of the building materials as required by the committee. Again, other variances to the exterior materials requirements of proposed residences will be reviewed by the Committee on a very select basis.

d. **BUILDING SITE PLAN/MINIMUM BUILDING SETBACKS:** A site plan showing the location of all proposed structures must be approved by the Committee as herein above provided. Minimum setbacks shall be required: No building shall be located on any tract nearer than fifty (50) feet from any property line. Water wells shall also be set back a minimum of fifty (50) feet from any property line. If an Owner is combining two or more Tracts as a homesite, the interior lot lines of said combined parcel may be disregarded and the fifty (50) foot set back shall be measured from the exterior lot lines of said combined project.

e. **OUTBUILDINGS:** The maximum size of any detached outbuilding shall be eighteen hundred (1800) square feet. The maximum height of the side walls of any detached outbuilding shall be fourteen (14) feet. The locations of any outbuilding shall be subject to the approval of the committee, the intent being that all structures on a Tract shall appear appropriately integrated. All outbuildings must be built on a permanent foundation and materials will be the same quality, color and style as the primary residence.

f. **SEPTIC SYSTEMS:** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and/or of a type approved by Laramie County Department of Environmental Health. Every Tract Owner and/or their contractor must design and position the primary dwelling and other improvements on the Tract such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Tract owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and a permit received from the Laramie County Department of Environmental Health for each septic system prior to the commencement of any construction of the residence and prior to the installation of any septic systems.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged or permitted to drain into any drainage way in or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

g. UTILITY CONNECTIONS: All electrical, telephone, gas, cable TV, connections and installation of same to homes and improvements shall remain underground within the Property from the nearest available source, utilizing easements of record for access. No structures, plantings, improvements, or other materials shall be placed or permitted to remain in easement locations of record, which may interfere with the installation and maintenance of utilities.

h. TRACT APPROACHES AND PROTECTION OF NATIVE TURF: In order to protect the native grass cover, at the commencement of any construction upon any Tract, Owners shall install an approach off the adjacent road and onto said Tract upon which all vehicular traffic shall enter and exit said Tract. The approach must be built to Laramie County standards. In order to protect the native turf covering the property, any vehicular traffic across the native turf of any Tract shall be kept to a minimum. Owners shall direct all vehicular traffic, for construction purposes or otherwise, to use one road leading to the homesite, and in the case where a road has not yet been completed as herein provided, Owners shall direct that any vehicular traffic be limited to a single path designated by the Owner.

i. PRIVATE DRIVES: All homes constructed shall be accessed off of the adjacent road by a private drive at least twelve (12) feet in width, the construction of which shall, at the sole expense of the owner, occur simultaneously with the construction of the home and, must be of such composition so as to withstand rutting, and must be completed within thirty (30) days following completion of the home.

j. LANDSCAPING: The owner of each tract shall be responsible for the installation of a minimum amount of landscaping upon their respective Tract. Landscaping shall be installed by the Owner to enhance the Tract and homesite, providing micro climate control, to establish acceptable relationships between other Tracts and to control drainage and erosion. In order to achieve a harmonious and integrated appearance and for the purpose of complying with the landscaping requirements herein, the following minimum standards will apply to all Tracts.

(1) Areas not occupied by structures and roads shall be planted with native grasses, turf, or other plant ground cover, providing such other cover is approved by the Committee prior to installation. Trees, shrubs, or other landscaping products such as rocks, wood chips, bark and mulched or graveled materials are also acceptable to the Committee.

(2) Upon substantial completion of construction, every Owner shall plant a minimum of twelve (12) trees of any mixed variety which have the following minimum height requirements: Evergreen varieties shall be a minimum of three (3) feet tall. Deciduous varieties shall be at least ten (10) feet tall, when planted. Owners may plant additional trees beyond the minimum amount required. Such

additional trees shall not be required to meet the minimum size requirements. NO unsightly shelters for the trees such as tires shall be permitted. The owner shall be responsible at his or her sole expense, for the replacement of any or all of said required trees within one (1) year after such tree has died, become damaged or diseased.

Home owners will not remove live trees that existed as part of the natural growth of the subdivision without permission of the Architectural Control Committee.

k. **FENCING:** It is the intent of these covenants to afford, create and maintain an open appearance to the subdivision's overall landscape. No fencing of any sort shall be permitted on any Tract within the subdivision except upon the prior written approval of the Architectural Control Committee and no perimeter fencing of the Tracts, with the exception of fencing or screening of the subdivision's outer boundary and common areas shall be permitted. Any fencing or screening of the subdivision's outer boundary and common areas shall require prior approval of the Architectural Control Committee. Fencing utilized for screening, privacy, wind protection, or other general purposes, all of which are required to be located close to the primary dwelling, may be allowed with approval by the Architectural Control Committee. The Architectural Control Committee shall evaluate any request for fencing upon a Tract to insure that any such fencing is compatible with the structure, the adjoining Tracts and the subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics.

m. **ACCESS:** Perimeter access to the subdivision (including Tracts 3 & 14) will be limited to the main access points at the southeast and northwest ends of Bell Road as identified in the plat. No additional perimeter access points are allowed.

l. **MAINTENANCE OF HOMES AND IMPROVEMENTS:** All owners shall maintain, or provide for the continuous maintenance of home and improvements, including grasses, turf, trees and shrubs upon their Tract.

18. **HOMEOWNERS ASSOCIATION:** The ownership of any Tract subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in THE SHELLBACK SUBDIVISION HOME OWNERS ASSOCIATION, (THE "ASSOCIATION"). The Association shall hold title to, maintain and manage certain real and personal property assets in, on and appurtenant to the Subdivision ("common areas"), including rights of way, bike paths, utilities and other assets; enforce this Declaration; assess its members for the costs of management and maintenance of the common areas; provide an organizational entity for other activities of the Tract owners and promote the common interests of its members.

19. **BINDING EFFECT: EXTENSION: AMENDMENT.** This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by at least a majority of the then owners of the Tracts agreeing to amend this Declaration in whole or in part and recorded upon the deed records

of the Clerk of Laramie County, Wyoming.

20. **ENFORCEMENT:** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Tract subject to this Declaration or the Homeowners' Association by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. 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 this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Homeowners's Association or Tract owner in such proceedings. The failure to enforce or cause the statement of any violation of this Declaration and 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 this Declaration.

The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

21. **SEVERABILITY:** Invalidation of any one of these restrictions by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 21<sup>st</sup> day of May, 1999

John N. Morris  
 John N. Morris Declarant

Norma B. Morris  
 Norma B. Morris Declarant

STATE OF WYOMING }  
 } ss  
 COUNTY OF LARAMIE }

The foregoing was acknowledged before me by John N. Morris and Norma B. Morris this 21<sup>st</sup> day of May, 1999

Witness my hand and official Seal

Tom Kingham  
 Notary Public

My commission expires:  
May 31, 2002

