



**COUNTY DATA FROM CERTIFICATE OF SUBDIVISION**

1	SECTION	36
2	TOWNSHIP	16 N.
3	RANGE	10 E.
4	COUNTY	FREEMONT
5	STATE	WYOMING
6	PLAT	POP AGIE RANCH ESTATES
7	SECTION	25
8	TOWNSHIP	16 N.
9	RANGE	10 E.
10	COUNTY	FREEMONT
11	STATE	WYOMING
12	PLAT	POP AGIE RANCH ESTATES
13	SECTION	25
14	TOWNSHIP	16 N.
15	RANGE	10 E.
16	COUNTY	FREEMONT
17	STATE	WYOMING
18	PLAT	POP AGIE RANCH ESTATES
19	SECTION	25
20	TOWNSHIP	16 N.
21	RANGE	10 E.
22	COUNTY	FREEMONT
23	STATE	WYOMING
24	PLAT	POP AGIE RANCH ESTATES
25	SECTION	25
26	TOWNSHIP	16 N.
27	RANGE	10 E.
28	COUNTY	FREEMONT
29	STATE	WYOMING
30	PLAT	POP AGIE RANCH ESTATES
31	SECTION	25
32	TOWNSHIP	16 N.
33	RANGE	10 E.
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143	STATE	WYOMING
144	PLAT	POP AGIE RANCH ESTATES
145	SECTION	25
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147	RANGE	10 E.
148	COUNTY	FREEMONT
149	STATE	WYOMING
150	PLAT	POP AGIE RANCH ESTATES

**LEGEND**

SECTION

SECTION CORNER OF RESERVATION

SECTION CORNER SET BY CONDEMITTEE

SECTION CORNER OF SUBDIVISION

SECTION CORNER SET BY

RAILROAD CORNER

RAILROAD CORNER WITH RESERVATION

RAILROAD CORNER WITH ALIEN CLAIM

RAILROAD CORNER WITH CLAIM

RAILROAD CORNER WITH RESERVATION

RAILROAD CORNER WITH CLAIM

RAILROAD CORNER WITH RESERVATION

RAILROAD CORNER WITH CLAIM

RAILROAD CORNER WITH RESERVATION

RAILROAD CORNER WITH CLAIM

**STATE OF WYOMING**

**FREEMONT COUNTY**

**PLAT OF**

Filed in this office for record this 24 day of \_\_\_\_\_

1915, at \_\_\_\_\_ o'clock, P.M. in \_\_\_\_\_

Record No. \_\_\_\_\_

Drawn No. \_\_\_\_\_

By \_\_\_\_\_

**Frederick W. Anderson,**  
County Clerk

**APPROVED:**

**FREEMONT COUNTY BOARD OF COMMISSIONERS**

*[Signature]*  
Chairman

**ATTORNEY:** *[Signature]*  
County Clerk

**WITNESSES:** *[Signature]*  
County Clerk

**RECORDING OFFICER:**

**STATE OF WYOMING**

**FREEMONT COUNTY**

**PLAT OF**

Filed in this office for record this 24 day of \_\_\_\_\_

1915, at \_\_\_\_\_ o'clock, P.M. in \_\_\_\_\_

Record No. \_\_\_\_\_

Drawn No. \_\_\_\_\_

By \_\_\_\_\_

**Frederick W. Anderson,**  
County Clerk

**CERTIFICATE OF RECORDATION AND INDEX**

STATE OF WYOMING

COUNTY OF FREEMONT

I, \_\_\_\_\_, Recorder of Deeds, do hereby certify that the foregoing plat of the Popo Agie Ranch Estates, in the eastern part of Range Nine East, Section Twenty-five, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

1. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

2. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

3. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

4. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

5. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

6. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

7. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

8. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

9. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

10. That the same is the eastern one-quarter corner of said Section 25, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:

The above-described plat contains 181.00 acres.

Witness my hand and seal this 28th day of May, 1915.

**POP AGIE RANCH, LTD.**  
A Wyoming Corporation

By *[Signature]*  
Recorded E. Anderson, Secretary

**STATE OF WYOMING**

COUNTY OF FREEMONT

I, \_\_\_\_\_, Recorder of Deeds, do hereby certify that the foregoing plat of the Popo Agie Ranch Estates, in the eastern part of Range Nine East, Section Twenty-five, Township Sixteen North, Range Ten East, Fremont County, Wyoming, more particularly described as follows:



*[Signature]*  
C. E. Anderson, Recorder of Deeds

**PLAT OF THE**

**POP AGIE**

**RANCH ESTATES**

BEING A PORTION OF THE

3 1/2 SECTION 25

25 1/4 SECTION 25

NE 1/4 SECTION 25

13 1/2 N. 10.00 W. 5 1/2 E. P.M.

**FREEMONT COUNTY, WYOMING**

890836  
Fremont County, Wyo. No. \_\_\_\_\_  
Recorded \_\_\_\_\_  
JUN 4 1975 Book 7 of microfilm Page 600  
3 o'clock P.M. James A. Farthing  
County Clerk

PROTECTIVE AND RESTRICTIVE COVENANTS FOR  
PEPO AGIE RANCH ESTATES

The undersigned, being the sole owner of all of the lots and lands contained in Peпо Agie Ranch Estates, being a portion of Section 25, Township 33 North, Range 100 West, 6th P.M., Fremont County, Wyoming, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold or conveyed by the owner thereof. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in said subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision and shall bind the respective successors in interest to the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lands, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof:

GENERAL PURPOSE OF CONDITIONS

The real property described here is subjected to the covenants, restriction conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive structures thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets or roads, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

1. ARCHITECTURAL CONTROL. No building, outbuilding or structure shall be erected, placed, or altered on any lot until the construction plans and the specifications and a plan showing the location of the structure and of the septic system have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevations.

2. GENERAL RESIDENCE RESTRICTION. No building whatever, except a private dwelling house, with the necessary outbuildings including a private garage shall be erected, placed or permitted on any lot or part thereof, and such dwelling house shall be used as a private residence only. The term "dwelling house" shall not include mobile homes of any variety, regardless of whether placed on a foundation or not. No building shall be erected, altered, placed or permitted to remain on any lot other than the aforesaid detached single family dwelling, not to exceed two stories in height. All exterior designs must have an attractive appearance and to be painted or finished complete before being occupied. No building of any kind shall be moved on to the tracts without the approval of the Architectural Control Committee.

3. DWELLING QUALITY AND SIZE. No dwelling having one story shall be permitted having less than 1,250 square feet of living area, exclusive of one story open porches, garages, or carports; nor having less than 800 square feet per floor for one and one-half stories; and nor less than 800 square feet per floor for a two-story dwelling. The maximum height for any building shall not exceed 32 feet.

4. BUILDING LOCATION. The building location shall be approved by the Architectural Control Committee, and shall not be located nearer than twenty-five (25) feet from any lot line, and within the setback lines provided for. No buildings or structures of any type shall be permitted in the easement areas.

(a) Designs will be provided for identification sign and mail-box combination for each homesite to provide uniformity within the development.

5. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other lot owners. There

will be no excessive storing or maintaining of vehicles, stockpiling of building materials, except while in the process of construction on the property. Construction requiring the storage of materials must be completed within a reasonable time. No lot shall be used in whole or in part for the storage of any property or thing that will cause the lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort and serenity of the occupants of the surrounding property.

6. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the lot, except horses as provided in paragraph 6 (a), and no more than three pets of the customary household variety. No provision hereof shall be deemed to permit the keeping of domestic fowl.

(a) Each homesite shall be permitted to keep two horses and to erect an appropriate shelter for them on their land. The shelter-barn must be designed to be in harmony with the house erected on the lot and situated within the setbacks outlined for the main structure. All shelter-barns or corrals shall be approved by the Architectural Control Committee. All shelter-barns or corral areas shall be maintained so they are not objectional or a nuisance to neighbors.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailers, basements, tents, shacks, garages, barns or other buildings shall be used on any lot at any time as a residence either temporarily or permanently.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Garbage disposal units for all waste shall be kept in sanitary condition. All receptacles and equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition.

9. MINING OPERATIONS. No derrick or other structure for use in boring for oil or natural gas may be erected, placed or permitted upon any part of the premises, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

10. NATIVE GROWTH. Native growth of the premises shall be maintained as much as possible, and shall not be destroyed or removed, except in the actual construction of the premises, and approval for such removal shall be obtained from the Architectural Control Committee. Trees shall not be removed from any lot without the consent of the Architectural Control Committee, except on the actual land occupied for buildings, driveways, parking areas, etc., or diseased trees, trees damaged by natural causes or those interfering with utility lines.

11. TANKS, ETC. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on the premises including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view of neighboring roads, lots and streets. All clotheslines, garbage cans, equipment coolers, woodpiles, storage piles shall be walled in to conceal them from the view of the neighboring lots or streets. Plans for the enclosures of this nature must be approved by the Architectural Control Committee.

12. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, and one sign of not more than five square feet advertising the profession of the property for sale or rent, or signs used by the builder to advertise the property during the construction or sale.

13. UTILITY LINES - RADIO AND TELEVISION ANTENNAS. All electrical service and telephone lines shall be placed underground. No outside electrical lines shall be placed overhead, but this restriction may be waived by the Architectural Control Committee. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the premises, but this restriction may be waived by the Architectural Control Committee. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas.

14. SEPTIC SYSTEM. The septic system for each dwelling shall be at least the Anti-Septic System manufactured by the Brooks Service Company, 828 Manchester Road, Manchester, Mo. 63011, or equal, and must be maintained in accordance with the manufacturer's recommendations. Comparable

property, and thereby to enhance the values of investments made by purchasers of building sites therein.

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systems will be considered on an individual basis by the Architectural Control Committee. All septic systems must attain and meet the minimum standards for private sewage disposal systems provided from the Wyoming Department of Health, must be approved by the State Department of Health in addition to the Architectural Control Committee. The leaching fields must be of the transpiration type and be so constructed as to prevent discharge into the soil. From time to time the Architectural Control Committee may call for and receive evidence from the land owners by means of testing, at the owners' expense, the septic system in use, to insure compliance with State Law and these covenants.

15. OCCUPANCY. No private dwelling house erected on any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required.

16. APPROVAL OF PLANS. All plans for the construction of private roads, driveways, and all building plans for any building, fence, corral, wall or structure to be erected upon any lot, and the proposed location thereof upon any lot, and any change after approval thereof, any remodeling, reconstruction, alteration or addition to any building, road, driveway, or other structure upon any lot in such premises, shall require the approval in writing of the Architectural Control Committee. Before beginning the construction of any road, driveway, building, fence, wall, coping, or other structure whatsoever, or remodeling, reconstruction, or altering such road, driveway, or structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Architectural Control Committee two complete sets of road or driveway plans, showing the location, course, and width of same, or two complete sets of building plans and specifications for the building, fence, wall, coping, or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations and specifications for which have not received the written approval of the Architectural Control Committee, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, and a copy of the same shall be delivered to the owner or owners of

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the lot upon which the prospective building, road, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

The structures, so far as is possible, will be of such a nature as will blend or be compatible with the natural surroundings, and use of natural material such as wood and stone is encouraged.

17. THE ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of L. Michael Kenney, Bill Gustin, Anne Johnson, and C. Paul Johnson. The committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have full authority of designating a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the committee.

18. DURATION. The foregoing covenants, conditions, reservations, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot, regardless of how he acquired title, until the commencement of the calendar year 2000, on which date these covenants, conditions, reservations, and restrictions shall terminate and end, and thereafter be of no further legal or equitable effect on such premises; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods, or the base period, the owners of a majority of the lots in the subdivision shall by written instrument, duly recorded, declare a termination of the same, although these covenants, conditions, reservations and restrictions may expire.

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as provided, any and all reservations for the breach of these covenants, conditions, reservations or restrictions, committed or suffered prior to such expiration shall be absolute.

19. ACKNOWLEDGEMENTS. The following acknowledgements are listed on the plat and are stated here as notice to all that there are:

- (a) NO PROPOSED DOMESTIC WATER SOURCE.
- (b) NO PUBLIC SEWAGE DISPOSAL SYSTEM.
- (c) NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

20. ROADS AND STREETS. Approval of the subdivision by the County Commissioners shall in no way obligate Fremont County for the maintenance of roads and streets unless they are later accepted by proper resolution.

21. PARTIAL INVALIDITY. In invalidation of any one of the restrictions herein set forth or the failure to enforce any such restrictions at the time of its violation shall in no event affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter. The Architectural Control Committee is hereby guaranteed the power and authority from time to time, to grant temporary variances from these restrictions, provided, however, that such powers may be over-ridden by a majority vote of all the property owners in the subdivision.

22. BENEFICIARIES. These restrictions and covenants are made for the benefit of any and all persons who may now own or who may hereafter own any property in the subdivision. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedures and to recover damages resulting from any violation thereof. Such damages shall include all costs of enforcement, including reasonable attorneys fees.

EXECUTED at Lander, Wyoming this 4<sup>th</sup> day of June, 1975.

POPO AGIE RANCH, LTD.,  
a Wyoming corporation

By William J. Smith  
Vice President

ATTEST:

Harold E. Mann  
Secretary



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STATE OF WYOMING )  
COUNTY OF FREMONT ) ss

The foregoing instrument was acknowledged before me by William T. Austin and Harold E. Meier, Secretary, this 4<sup>th</sup> day of June, 1975.

Witness my hand and official Seal.

Joan C. Meier  
Notary Public



My commission expires:

