



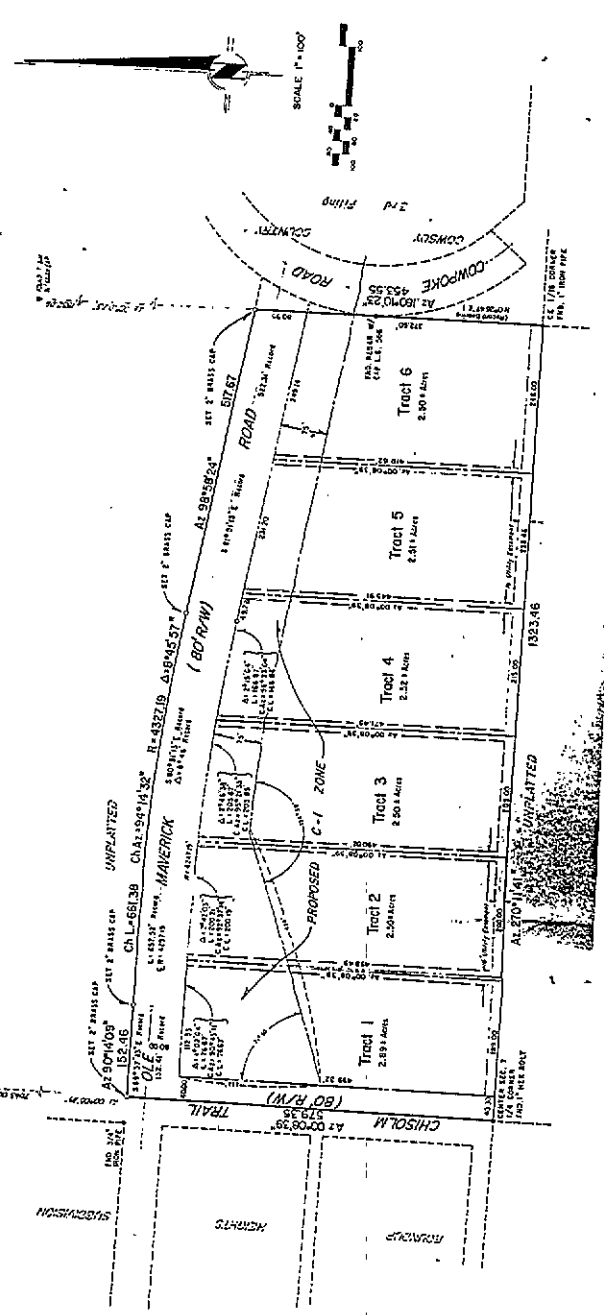
First American Title™

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job no. 2-9-72 reviewed by [signature]

A RURAL SUBDIVISION



- 1) NO PROPOSED DOMESTIC WATER SOURCE
- 2) NO PROPOSED PUBLIC SEWAGE DISPOSAL
- 3) Because of the lot size and drainage conditions in the area of this subdivision, the installation of a sewer system is considered impractical and no sewer lines shall be installed in any lots without the approval of the City Engineer.
- 4) Basis of Acreage - Acreage List of Fodder Control, Ind. 1934.
- 5) All utility easements are centered on tract property lines, unless otherwise noted on plat.
- 6) Fire Protection - County Fire District No. 2
- 7) Individual Tract acreage is computed to construction of easements, Special Water and Sewerage Requirements
- 8) The water supply for each lot be located on the south side of the lot.
- 9) The small wastewater facility for each lot be located on the downhill side of the lot.
- 10) A minimum of 200 feet shall be provided between the water supply and the small wastewater facility.
- 11) Soil test shall be conducted on each lot prior to bedrock and shall include depth to bedrock and permeability test.
- 12) No utility easements shall be located within fifty feet of a drainage way.
- 13) In the event a non-conventional small wastewater facility is to be installed, the said small wastewater facility shall be designed by a Wading Engineer.
- 14) Permits shall be obtained from the City-County Health

ACKNOWLEDGEMENT

STATE OF KENTUCKY)
COUNTY OF WARREN)
I, the undersigned, the Commission Engineer, do hereby certify that the above described subdivision is in conformity with the provisions of the Act of the General Assembly of the State of Kentucky, passed and approved March 15, 1928, and amended by the Acts of the General Assembly of the State of Kentucky, passed and approved April 2, 1935, and May 1, 1936, and that the same is in compliance with the provisions of the Act of the General Assembly of the State of Kentucky, passed and approved March 15, 1928, and amended by the Acts of the General Assembly of the State of Kentucky, passed and approved April 2, 1935, and May 1, 1936, and that the same is in compliance with the provisions of the Act of the General Assembly of the State of Kentucky, passed and approved March 15, 1928, and amended by the Acts of the General Assembly of the State of Kentucky, passed and approved April 2, 1935, and May 1, 1936.

Witness my hand and the seal of said County at Lexington, Kentucky, this 15th day of November, 1936.

Commission Engineer: *[Signature]*

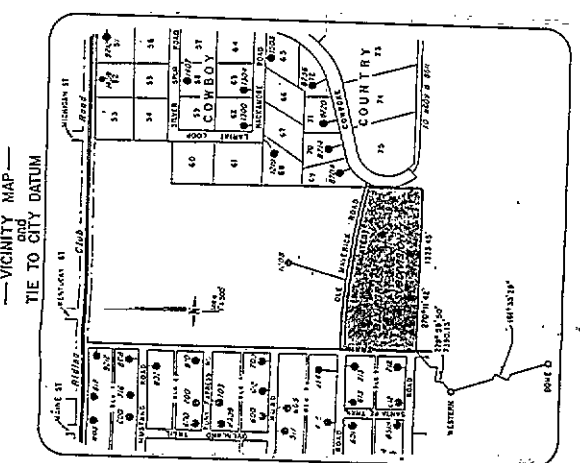
11/15/36

LEGAL DESCRIPTION

A parcel of land located within the S3 of the S15 of Section 3, T10N, R. 10E, W4E, 1st Meridian, Hancock County, Kentucky, more particularly described as follows:

Beginning at the corner of Section 3; thence on an azimuth of 80°00'15" a distance of 327.17 feet to a point on the north right-of-way line of Warren Road on the southwest corner of 1971.00' x 1610.00' lot of the same block, thence along the right-of-way line on a curve to the right with a radius of 461.38 feet and a central angle of 1°-35'27" thence a short distance along the line on an azimuth of 80°00'15" a distance of 317.08 feet to a point on the south line of the east 1/2 of the east 1/2 of the S3 of Section 3, T10N, R. 10E, W4E, 1st Meridian, said parcel of land containing 14.22 acres, more or less.

J. B. G. [Signature]
Surveyor P.E. and U.S. No. 3617



Approved by the City Council of the City of Lexington, Kentucky, this 26th day of March, 1937.

[Signature] City Clerk

Approved by the County Commissioners of Hancock County, Kentucky, this 23rd day of August, 1936.

[Signature] County Clerk

Job no. 2-9-72 reviewed by [signature]

RECORDED SEP 3 1903 713865

MARGARET H. WILSON

TO: The Public

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that BLUEGRASS SUBDIVISION, a rural subdivision within the SW1/4 of the NE1/4 of Section 7, T. 14N., R. 66W., 6th P.M., Laramie County, Wyoming, is now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and MARGARET H. WILSON, being the owner of all of the above described land and does hereby covenant and agree:

1. That tracts 1 through 6 of the said portion of land shall be known and described as residential tracts and will be restricted by the covenants contained herein. It is intended that these residential tracts shall be used and occupied as small ranches or ranchettes and that the owners will have full enjoyment of these ranchettes, subject, however, to the covenants contained herein.

2. An Architectural Control Committee for BLUEGRASS SUBDIVISION is constituted. This committee is composed of the owner, MARGARET H. WILSON, and _____ of Cheyenne, Wyoming. The committee may designate a representative to act for it. In the event of the death or resignation of any member, the remaining members shall have full authority to

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designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

3. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. No structure other than one private single family dwelling together with a private garage and suitable barn or shed for horses for use in connection with said single family dwelling shall be erected, placed or permitted to remain on any of the residential lots. No lot within a designated block may be subdivided into smaller lots.

5. No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling, either temporary or permanently. However, this covenant shall not

restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever in their sole discretion the same have been on the premises an unreasonable length of time.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to 1,000 square feet of ground floor area, providing that the total living area of the 1 1/2 or 2 floors is not less than 1,500 square feet, it being understood that these minimum requirements are exclusive of basement area. All dwellings shall be constructed according to FHA approval building requirements prevailing on the date the building is constructed, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

7. No building shall be located on any lot nearer than thirty (30) feet of the front lot line.

8. No business nor activity of a noxious nature may be conducted upon any lot in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

9. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the County and State, and no sewage, waste, water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected with a proper septic tank system.

10. No lot shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

11. No sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or

except signs used by a builder to advertise the property during the construction and sales period.

12. No animals, livestock or poultry except those being raised for 4-H or FFA projects shall be raised, bred or kept on any lot, except that horses, dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In any event, no swine of any nature may be kept, bred or maintained on the premises.

13. No refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

14. Easements and rights of way as shown on the recorded plat are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water or any other public 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. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

16. Enforcement shall be any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

17. Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 8 day of September, 1983.

BLUEGRASS SUBDIVISION

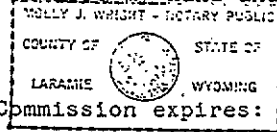
By:

Margaret H. Wilson
MARGARET H. WILSON, Owner

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by MARGARET H. WILSON, Owner of BLUEGRASS SUBDIVISION, this 8th day of September, 1983.

Witness my hand and official seal.



Wolly J. Wright
Notary Public

MY COMMISSION EXPIRES MAY 27, 1985