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PROJECT FINAL PLAT-POLO ESTATES

INTERMOUNTAIN PROFESSIONAL SERVICES INC

PROJECT 1322 DATE 8/10/88 DRAWN BY M.P.BELL

A parcel of land being all of the SE1/4, SE1/4 of Section 9, T41 N., R.66 W., S.44...

SURVEYOR'S CERTIFICATE

I, William D. Brown, a Licensed Land Surveyor in the State of Wyoming...

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT GEORGE F. BURGESS, III and CATHERINE M. WATSON, husband and wife...

ACKNOWLEDGEMENT

State of Wyoming County of Laramie The dedication instrument for "POLO ESTATES"...

APPROVALS

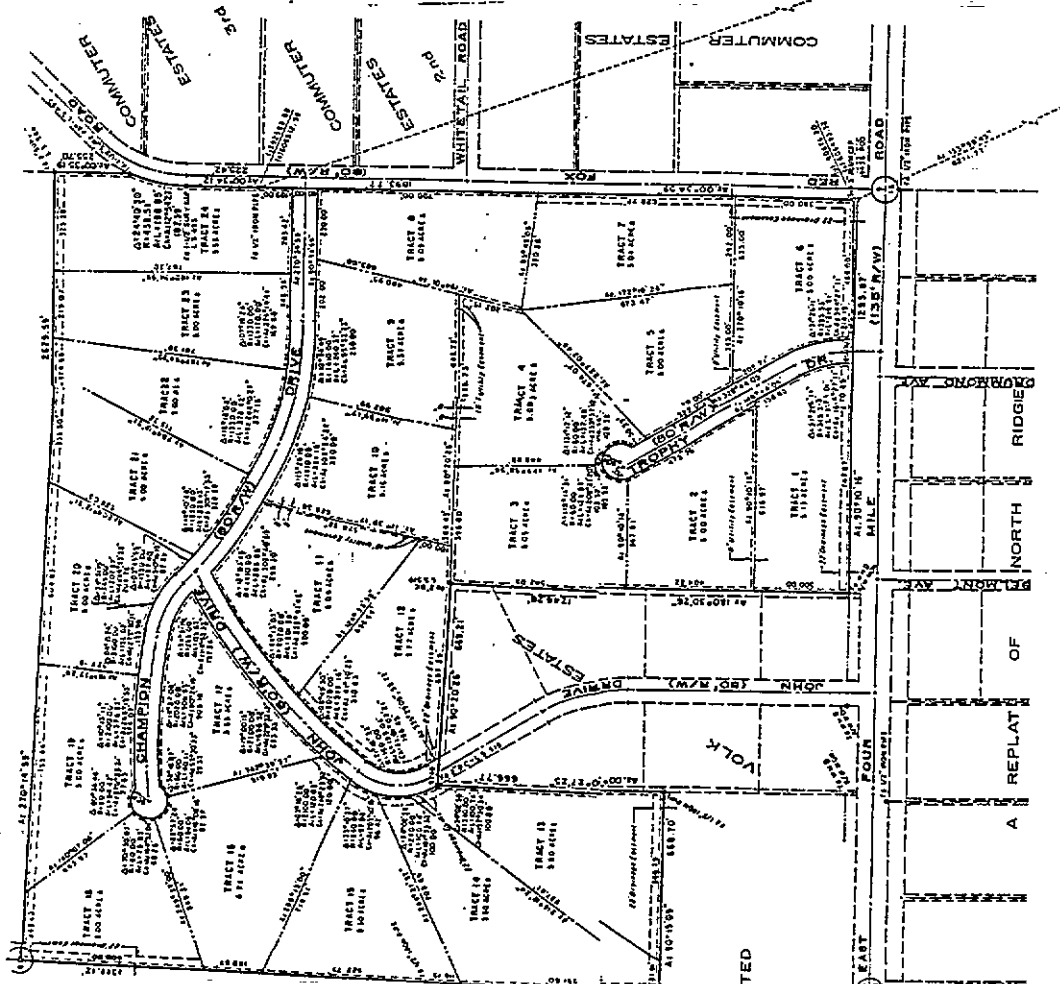
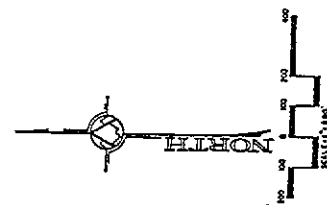
Approved by the Cheyenne-Laramie County Regional Planning Commission...

Approved by the County Commissioners of Laramie County, Wyoming...

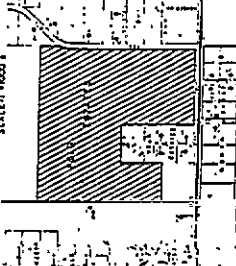
A FINAL PLAT OF POLO ESTATES SITUATED WITHIN THE WITHIN SOUTHWEST 1/4 OF SECTION 9, T41 N., R.66 W., S.44 W., LARAMEE COUNTY, WYOMING.

NOTES:

- 1) NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM. 2) NO PROPOSED DOMESTIC WATER SOURCE. 3) BOUNDARY OF SECTION 9 THROUGH "2nd" AND "3rd"...



VICINITY MAP SCALE: 1"=100'



APPROVALS RECEIVED 8/10/88 5:44 PM 8/10/88 C. P. BROWN



STATE OF WYOMING)
COUNTY OF LARAMIE) SS:

045629

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

'88 JUL 14 PM 4 53

EDWARD F. MURRAY, III, and
CATHERINE M. MURRAY, husband
and wife, as tenants by the entirety,
To
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
OF
POLO ESTATES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, being husband and wife and owners as tenants by the entirety of all lands in POLO ESTATES (First Filing), a subdivision of approximately 127 acres developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to-wit:

- The E1/2 SW1/4 and NW1/4 SW1/4 and NW1/4 SW1/4 SW1/4 of Section 9, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, also described as the NW1/4 SW1/4 SW1/4, NW1/4 SW1/4 and E1/2 SW1/4 of Section 9, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, LESS that portion conveyed to The State Highway Commission of Wyoming in Warranty Deed recorded October 4, 1985 in Book 1219, Page 559, Laramie County, Wyoming records,

do hereby covenant, agree and make the following declarations as to the limitations and restrictions or uses to which said tracts within POLO ESTATES may be put:

1. That all tracts within POLO ESTATES 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 POLO ESTATES is hereby constituted. This committee is composed of the undersigned and Larry Sutherland. All committee actions or decisions shall be by a majority vote. A majority of the committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to 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 (including suitable barn or shed as hereinafter provided for) shall be erected, placed, or altered on any tract within POLO ESTATES until the construction plans and specifications and a plan showing the location of the structure have been submitted with written notice of intent to construct to the Architectural Control Committee and thereafter approved by said Committee. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans, specifications and plot

Restrictions involving a preference
limitation of distribution based
on race, color, religion, sex, ancestry,
national origin, or marital status
are hereby rejected and the estate
shall be distributed as if these
restrictions were not included.



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 tracts. All construction shall be new and no structure shall be moved from any location outside this subdivision onto any site in said subdivision. No proposed dwelling shall be substantially similar to a dwelling already existing or under construction in the subdivision. No tract 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 home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided 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. No mobile home shall be converted to a permanent dwelling on any site.

6. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,500 square feet; except that where the said principal dwelling is a 1 1/2 or 2 story dwelling, the minimum may be reduced to 1,100 square feet of ground floor area, providing that the total living area of the 1 1/2 or 2 floors is not less than 1,900 square feet, it being understood that these minimum requirements are exclusive of basement area. All dwellings shall be constructed according to City Code 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. Exterior colors and exterior construction materials of all dwellings and out buildings must first be approved, in writing, by the Architectural Control Committee. In these regards, unless otherwise approved, a dwelling must have no less than three (3) feet of the exterior walls constructed of suitable brick on no less than three (3) sides of the dwelling. Roofing material shall be limited to not less than 240 lb. premium grade design line laminated asphalt shingles or that as may be approved by the Architectural Control Committee in writing. No sheet metal or aluminum siding shall be permissible unless otherwise approved by the Architectural Control Committee. Once construction is begun on any structure, including walls, fences, residences, ancillary buildings or any other structure, construction of that particular structure, wall, fence, residence, ancillary building or other structure shall be completed within one (1) year of the time such construction was begun.



7. No building shall be located on any lot nearer than fifty (50) feet from any lot line. This covenant shall not prohibit a building from being built within fifty (50) feet of a lot line of an adjacent tract if said adjacent tract is also owned by the same person who is combining two or more tracts as a homesite.

8. No activity of a noxious nature may be conducted upon any tract in this subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. No trade, business, manufacturing, sales or commercial activity of any nature shall be permitted upon said premises.

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, et cetera. 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. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

11. Except for signs advertising the initial offering of POLO ESTATES, no sign of any kind shall be displayed to the public view on any residential lot except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more than 32 square feet used by a builder to advertise the property during the construction period. Upon completion of construction a large sign shall be removed immediately, but, may be replaced with a five square foot sign advertising the property for sale or rent. In all cases a sign shall be removed immediately upon the sale or disposition of the property.

12. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. No more than three (3) horses may be kept for recreational purposes for each tract owned, provided such horses are accommodated with adequate stable facilities approved by the Architectural Control Committee and an adequate non-grazing feeding arrangement is demonstrated. Operation of a commercial riding stables and commercial boarding stables shall not be allowed. Stables, barns, horse sheds and corrals will be of finished construction and shall be maintained in compliance with all lawful sanitary regulations. Dogs will be under the control of the owner at all times and will not be allowed to run free off the owners tract.



This covenant will not prohibit 4-H, FFA, or similar non-commercial limited projects subject to written approval of the Architectural Control Committee.

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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless, at any time, 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 by 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. In the event a party is found through a legal proceeding to have violated any of the covenants and provisions herein, said party shall be liable for the attorneys fees incurred by those compelled to enforce the covenants.

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.

18. The buyer of any tract who elects not to build a home upon said tract and instead chooses to re-sell said tract, will not re-sell his site without first giving at least ten (10) days written prior notice to the undersigned, and the undersigned shall have the first right to buy said site on the same terms as otherwise offered.

19. The grantor reserves to itself all oil, gas and minerals of every sort and description.

20. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the tracts or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice.

21. No vehicles, trailers, or vehicular equipment shall be habitually parked along John Drive, Champion Drive, Trophy Drive or Red Fox Rd. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall do their best to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

22. Water wells shall be set back a minimum of seventy-five (75) feet from any property line. This covenant shall not prohibit a well from being



located within seventy-five (75) feet of a lot line of an adjacent tract if said adjacent tract is also owned by the same person who is combining two or more tracts as a homesite.

23. Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire or steel "T-posts."

Dated this 13 day of July, 1988

[Signature]
Edward E. Murray, III, Owner

[Signature]
Catherine M. Murray, Owner

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

ss.

The foregoing was acknowledged before me by Edward F. Murray, III and Catherine M. Murray, husband and wife, this 13TH day of July, 1988.



Witness my hand and official seal.

[Signature]
Notary Public

My Commission expires: