

STATE OF WYOMING)  
) SS:  
COUNTY OF PLATTE)

**POLO PROPERTIES LLC  
To  
THE PUBLIC**

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
REMINGTON RIDGE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that POLO PROPERTIES, LLC a limited liability company organized under the laws of the State of Wyoming, being the owner in fee simple of the real property known as REMINGTON RIDGE SUBDIVISION, does hereby covenant, agree and make the following Declaration of Protective Covenants.

**ARTICLE I: INTENT AND SCOPE OF COVENANTS**

Section I: INTENT. This Declaration of Protective Covenants is intended to facilitate and regulate the construction and placement of appropriate improvements within the real property, as well as the proper use of the property for the purpose of preserving and enhancing the value, desirability and attractiveness of Remington Ridge Subdivision.

Section II: SCOPE. The Declaration of Protective Covenants applies to all of Tracts 1 through 29 Remington Ridge Subdivision a parcel of land situated in the County of Platte, State of Wyoming described as portions of Section 11, Township 29 North, Range 68 West as shown on survey plat recorded in the office of the Platte County Clerk as Document \_\_\_\_\_ on \_\_\_\_\_, 2000.

**ARTICLE II: DEFINITION OF FREQUENTLY USED TERMS**

Section I: "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 Polo Properties, LLC and Remington Ridge Subdivision executing this Declaration of Protective Covenants

Section 3: "Owner" 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 "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 the Owner thereof.

Section 4: "Tract" shall mean a parcel designated as one of Lots 1-29 of the above referenced plat.

Section 5: "Association" shall mean and refer to Remington Ridge Subdivision Property Owners Association, its successors and assigns operated as a non-profit group. Members of the Association shall be the Owners of the Tracts in the entire project of Remington Ridge Subdivision. Owners will be elected from the twenty nine Tract Owners and will carry out the functions of the Association according to the by-laws as defined herein.

### **ARTICLE III: USES AND RESTRICTIONS**

Section 1: Principal Use. It is intended that the Tracts within Remington Ridge Subdivision shall be used and occupied as rural residential/recreational sites 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 within Remington Ridge 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; operating all terrain vehicles (ATV's) or other off road recreational vehicles within Remington Ridge Subdivision (except upon the designated private and public roadways if properly licensed and observing all traffic laws or upon the Tract owned by the owner of the vehicle for very limited times and purposes so as not to disturb the serenity of the area and/or leave tracts on the native turf) No snowmobiles may be ridden across country at any time within Remington Ridge Subdivision.

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 Remington Ridge 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 State 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 State and/or County zoning regulations to the contrary, all home occupation uses within Remington Ridge Subdivision shall be in compliance with the following restrictions:

- A. There shall be no offensive noises, vibrations, smoke, dust, odors, heat or glare noticeable at or beyond the property line.
- B. No storage or display of business materials, goods, supplies, commercial equipment, commercial 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 herein above to the contrary the following business/activities shall not be allowed upon any Tract within Remington Ridge 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 out: general repair, engine rebuilding or reconditioning of motor vehicles, collision service such as body, frame and fender straightening, and oils lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit 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) Any other home occupation which is determined as noxious, offensive or annoying by the written vote of no less than seventy-five percent (75%) as the then record of Owners of the Tracts within Remington Ridge 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 at the Tract owners expense. No outdoor burning or trash or any other rubbish is permitted. A Tract Owner bears the responsibility to insure at all times that no trash, debris, or material or any kind be allowed to blow off of the Tract. All trash must be removed from the subdivision at the tract owners expense. Use of State Park trash receptacles be Remington Ridge tract owners is strictly forbidden.

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, except LP (propane) tanks.

Section 7: Vehicles. No vehicles, trailers, or any vehicular equipment shall be parked along any of the roadways or outside of any dwelling for more than a contiguous 48-hour period. This includes boats, trailer, RV's, camping equipment, Jet Ski's, Wave Runner's, motor cycles, horse trailers, and 5<sup>th</sup> wheels. Unlicensed, unused, stripped down; partially wrecked, immobile or inoperative vehicles must be parked within a garage or outbuilding. Truck-tractors and/or semi-trailers and/or commercial two axle vehicles which are twenty (20) feet in length or greater are not permitted to park anywhere within Remington Ridge 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 and relocated from other locations are also not permitted.

Section 9: Temporary Structures. No structure of a temporary character (such as a tent, shack, camper, RV, basement barrack, garage, barn or other outbuilding) shall be used as a residence, or in such a repeated manner of practice that it takes on a permanent nature. No weekend or overnight camping will be allowed upon the Tracts. The use of a camper/RV for temporary housing will be permitted with written approval from the Committee.

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 Remington Ridge Subdivision; (2) One sign of not more than five square feet advertising the property for sale or rent; and (3) Signs of no more than 12 square feet used by a builder to advertise the property during the construction period only. (4) Billboards addressed in "Easements" which produce annual revenue in favor of Remington Ridge Subdivision Property Owners Association.

Section 11: Single Family Homesites/Further Division Restriction. No structure other than one private single family dwelling together with a private garage and/or outbuilding as provided hereinafter shall be erected, placed, or permitted to remain on any of the Tracts. No Tracts within Remington Ridge Subdivision may be further divided into smaller tracts.

Section 12: Antennas and Satellite Dishes. No more than one (1) television antenna (and/or specialty antenna utilized for purposes other than television) is acceptable provided the same is less than twenty-five feet (25') in height. A television satellite dish two feet (2') or less in diameter which is affixed to a home, or which is situated within twelve feet (12') of the side of a home, is acceptable without prior Committee approval. Multiple satellite dishes or satellite dishes which are greater than two (2') feet in diameter, may be allowed provided the location(s) of the same are approved in writing by the Committee prior to installation.

#### **ARTICLE IV: ASSOCIATION ORGANIZATION AND BY-LAWS**

Section 1: Administration and Management Owners of each Tract shall become a member of the Association upon conveyance to them of their Tract and shall remain a member for the period of the ownership. The association shall be granted all of the powers necessary to govern, maintain, manage, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to each first mortgagee of the Tract the right to examine the books and records of the Association at any reasonable time.

Section 2: Association Function. The Association shall manage and control the negotiation of contracts for telephone and electric service to each Tract or buildsite. The Association will define criterion for road maintenance and snow removal, gates, common fencing and security issues, along with necessary assessments.

Section 3: Transfer. Except as otherwise expressly stated herein, any of the rights, interest and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

Section 4: Voting Rights. Association members shall all be Owners and shall be entitle to one (1) vote for each Tract owned. When more than one (1) person holds and interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they determine among themselves, but in no event shall more than (1) vote be cast with respect to any Tract.

Section 5: Rules and Regulations. The Association may make and adopt reasonable rules and regulations and By Laws governing the use of the Tract which shall be consistent with the rights and duties established in this declaration. The Association may suspend any owners voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take litigative action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance. Such damages shall include payment of the Associations attorney fees.

Section 6: Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all members or proxies entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum.

#### **ARTICLE V: ARCHITECTURAL CONTROL**

Section 1 Architectural Control Committee. The Architectural Control Committee shall initially consist of Declarant, its succors or assigns, for so long as any Tracts of Remington Ridge Subdivision remain unsold. When all tracts are sold, the Architectural Control Committee shall consist of Declarant and two (2) members which are owners of one or more Tracts. If at any time, Declarant in its sole discretion shall withdraw from the Architectural Control Committee, a replacement member shall be elected from among the members of the Association.

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, a replacement member shall be elected from among the members of the Association in which

case notice of the successors identity shall be recorded in the Office of the Clerk and Recorder of Platte 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 or outbuilding shall be constructed or erected on any Tract within Remington Ridge Subdivision until the 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 or outbuilding, the Owner must submit the following data to the Committee.

- a. A plan for the proposed home or outbuilding, which shall include the following information: square footage, floor plan, drawings of the exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
- b. A site plan of the Tract showing the location of all proposed structures, well/ septic system and proposed driveway to include surface type. Plan must include re-vegetation plan and relocation of any affected trees.
- 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 requirement, restrictions, intent and spirit of this Declaration of Protective Covenants. Approval shall be based upon other things, compliance with the terms provided for in Article V entitled "Standards Relating to Improvements", reasonable aesthetic appeal (including color, materials and designs); the proposed location of the home or outbuilding in relation to the topography, the roads and the adjacent Tracts; and the conformity and harmony of the proposed home or outbuilding and/ or the use of a Tract with 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 all the required data. In the event the Committee disapproves of any submitted plans, the Committee shall, if requested make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The denial of any submission shall be accompanied by a written statement of the basis for the denial.

Section 5: 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 after complying with Article V. Section 3 hereinabove.

Section 6: Commencement and Completion of Approved Construction. Once plans for construction have been approved by the Committee, it is expected that construction shall commence within six (6) months from the date of approval. If construction has not commenced within six (6) months from the date of approval said approval shall be deemed expired and the submission and approval process will have to be reinitiated. Once construction begins any home or improvement or alteration thereto approved by the Committee shall be diligently pursued to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless a longer period is established by the Committee at the time of the approval of the construction plans.

## **ARTICELE VI: STANDARDS RELATING TO IMPROVEMENTS**

Section 1: General. The following standards create a minimum code of uniformity for the construction of homes and/or outbuildings within Remington Ridge Subdivision.

Section 2: Minimum Square Footage. The dwelling on any Tract must have a minimum fully enclosed ground floor area devoted to living purposes of no less than one thousand (1000) square feet except if dwelling has multiple levels, and minimum living area of the first floor area may be reduced, provided that the total living area of the multiple levels is not less than one thousand three hundred fifty (1350) square feet. Said minimum square footage standards are exclusive of basements, porches, terraces and attached garages.

Section 3: Criteria for Home Exterior. Exterior wall and roof coverings, including type and color, must harmonize with the surroundings so as to minimally affect the natural setting and views. Aluminum siding, vinyl siding, cinder block are not acceptable Exterior finishes.

Section 4: Garages. Attached garages are not required, however see Article III, Section 7 pertaining to parking of vehicles.

Section 5: Location and Orientation of Improvement/Minimum Building Setbacks. A site plan depicting the location and orientation of all proposed improvements must be submitted and approved by the Committee as provided for in Article V hereinabove. The proposed location and orientation of improvements upon a particular Tract are important factors considered by the Committee taking into account among other things the topography of the particular Tract, the views and the desire to maintain a minimum degree of symmetry, harmony, and balance among all improvements situated within Remington Ridge Subdivision. Inasmuch as each Tract and the intention of each Owner for construction thereon 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. The Declarant has identified a building zone area for all lots marked with a green T-post with a white top; all structures must be placed within a fifty (50) foot radius of this post. Variances must be approved in writing by the ARC and will be reviewed by affected adjacent Tract owners. As a general rule, however the following minimum criteria shall apply subject to the case by case evaluation by the Committee during the approval process. 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 unless otherwise approved in writing by the Committee: the minimum setbacks for the front of all Tracts shall be no less than fifty (50) feet. The minimum setbacks for the sides of all Tracts shall be no less than fifty (50) feet. The minimum setbacks for the rear shall be no less than fifty (50) feet.

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.

Section 6: Outbuildings. No more than one (1) outbuilding shall be permitted on any tract unless otherwise approved by the Committee in writing. The architectural standards of the outbuildings must follow and/or enhance the standards of the residence. The maximum size of any outbuilding shall be two thousand (2000) square feet and the maximum height of the sidewalls and/or eaves of any building shall be fourteen (14) 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 preclude 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 or in Article V hereinabove.

Section 7: 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. 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. Private drives shall be a minimum of twelve (12) and a maximum of sixteen (16) feet in width. The driveway must be surfaced with a minimum of 6 inches of gravel (or comparable aggregate).

Section 8: Interior Access to Tracts. All Tracts within Remington Ridge Subdivision shall be accessed off the roadways situated within the interior of Remington Ridge Subdivision.

Section 9: Electricity and Telephone. All utility extensions from the main line to homes and other improvements to within Remington Ridge Subdivision shall be underground where possible. Provisions will be made for Property Owners to cooperate and manually participate in costs and preplanning of all utilities. Each Tract owner has the responsibility to coordinate with the Property Owners Association to minimize cost and properly distribute rebates as may occur when hookups are established for extensions of service to their respective property.

Section 10: Fencing. 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 barbed wire, sheep wire or steel T-Posts unless approved by the Committee. All fences except those which immediately surround a homesite or a small yard shall meet Wyoming Department of Game and Fish standards so as not to adversely effect the movement of wildlife. It is the responsibility of the Tract Owner to adequately and appropriately provide fencing for any allowable animals. Owner must keep fencing in 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 before June 1<sup>st</sup> of any calendar year.

Section 11: Maintenance of Homes: Improvements of Tracts 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 or to adversely affect wildlife and habitat.

Section 12: Outside Flood/Area Lights. Unless otherwise approved by the Committee, no freestanding light pole for automatic all-night flood area lighting is acceptable on any Tract. Flood type lighting is required to be attached to buildings and is required to be downwardly directed only. This paragraph is not intended to otherwise prohibit other exterior lighting incidental and/or attached to homes or outbuildings.

Section 13: Rebuilding or Restoration. If any residence or other improvement is destroyed in whole or in part by fire, windstorm or by some other cause, It must be rebuilt or all debris must be removed and the Tract restored to a slightly 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 of damage unless a longer period is otherwise approved by the Committee due to unusual circumstances.

## **ARTICLE VII: LANDSCAPING**

Section 1: Landscaping. Soil immediately surrounding the homesite which has been disturbed during the construction phase shall be re-seeded with a native turf mix or other grass of Owners choice within one (1) year after the completion of construction of the primary residence. Any trees or shrubs removed due to roadways, residence, outbuildings or septic/wells must be replaced by "like" species of comparable size within one year of construction completion. Trees, shrubs or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable. The use of drought resistant and/or low maintenance grass is encouraged. Drip irrigation systems for trees and/or shrubbery are permitted without restriction.

### **ARTICLE VIII: ANIMALS**

Section 1: Domestic Pets. Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial or breeding 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 an Owners 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 or threatens wildlife. A limit of no more than 4 domestic pets will be allowed to inhabit a tract.

Section 2: Horses, Lamas, or Other Farm Animals. As general proposition Horses Lamas or other farm animals such as cows, sheep, chickens and swine shall not be permitted.

### **ARTICLE IX: EASEMENTS**

Section 1: Road Easements. All road easements within Remington Ridge Subdivision are for the exclusive use of Tract Owners and their guests with the following exceptions: emergency vehicles, construction and service of utilities, construction and service of billboards (if any), propane delivery, contractors for home construction and repairs and any use required by law.

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

Section 2: Drainage Easements. No improvements of any kind shall be permitted within Remington Ridge Subdivision, which obstruct or divert flow of any natural drainage.

Section 3: Utility Easements. Power and Telephone easements which provide service to each Tract are shown on the recorded plat. Each property owner must allow additional easements or variations if required to minimize costs through more efficient routing or to improve service.

### **ARTICLE X: 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 any covenant(s). Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, 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, and or Declarants in the proceedings either to enjoin a violation of for the recovery of 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 of a different provision within these Covenants.

Although it is a right, it is not 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 anyway to a violation of the Covenants by another Owner.

Section 2. Assessments:

A. Personal Obligation of Assessments. The Declarant, for each Tract owned within Remington Ridge Subdivision, hereby Covenants, and each Owner of any Tract by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay the Association:

(1) Annual assessments of charges will be initially set at \$100 per year and may be revisited as determined from time to time by the Association to be due and owing by the Owners.

(2) Special assessments for utilities.

(3) Any tracts owned by the Declarant shall be free of annual assessments for the first three (3) years commencing upon the filing date of the aforementioned covenants.

B: Creation of the Lien. Said assessments and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title unless expressly disclaimed by them by notice to the Association prior to transfer of title.

C: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Tracts and for the improvement, maintenance and operation of the road situation within Remington Ridge Subdivision, and other activities mutually approved for joint benefit of Owners.

D: Notice of Quorum for any Action Authorized Under this Section. Without regard for any other provisions for notice of meetings, written notice of any meeting called for the purpose of taking any action authorized under this section shall be sent to all members not less than thirty (30) days nor more than forty-five (45) days in advance of the meeting. At the first meeting called the presence of members or proxies entitled to cast sixty percent (60%) of all votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

E: Rate of Annual Assessments: The annual assessments as determined under the preceding paragraphs shall be uniform among all owners( except Declarant owned tracts) and shall be collected in annual installments.

F: Rate of Special Assessments: Any special assessment as determined hereunder shall be apportioned equally among all owners and shall be collected in the manner approved by the Association in accordance with this Declaration.

G: Date of Commencement of Assessments: Due Dates: Unless otherwise determined by the Association, the Annual assessment period provided for herein shall be for a calendar year from January 1 through December 31. Assessments shall commence as amount of and reason for assessments are determined by the Association, except that no assessment will be due in less than 30 days from said determination of assessment. The Association shall fix the amount of any annual assessment against each purchased Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid.

H: Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from

the due date at the rate of twelve percent (12%) per annum. The Association shall be entitled to bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in its discretion. In any event, the Association shall be entitled to recover costs and reasonable attorney's fees occasioned by the Owner's failure to timely pay said assessment.

I: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Duration and Amendment. The Covenants and restrictions of this Declaration of Protective Covenants shall run with and bind Remington Ridge 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 Platte, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated 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) years period by a written instrument executed by a 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 County Clerk and Recorder of Platte 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 4: 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 Remington Ridge Subdivision and their respective heirs, successors, personal representatives and assigns.

Section 5: Severability. Invalidation of any one of the provisions or restrictions in this Declaration of Protective Covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6: Variations. Variations to any of the Covenants contained herein may be granted by the Committee as appropriate in special cases and circumstances, at the sole discretion of the Committee, on an extremely limited case by case basis. Any and all variations must be approved in writing by the Committee.

**Section 7: No Liability, Neither Declarants, the Architectural Control Committee, Remington Ridge Subdivision, Members of Polo Properties, LLC, Michael S. Humphrey, Rebecca C. Humphrey or any successors or assigns of the aforementioned shall be liable for damages or otherwise liable to anyone or to any Owner by reason of mistake in judgement, negligence, nonfeasance or for any act or omission whatsoever arising out of or in any way related to any of the Covenants or provisions in this "Declaration of Protective Covenants" in its entirety including but not limited to, the approval, disapproval, or failure to approve any plans, specifications or variance.**

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**Remington Ridge Subdivision, Grantor**

\_\_\_\_\_  
**Polo Properties LLC**  
**Michael S. Humphrey**

\_\_\_\_\_  
**Polo Properties LLC**  
**Rebecca C. Humphrey**

State of Wyoming)  
                                  ) SS.  
County of Platte    )

The foregoing "declaration of Protective Covenants for Remington Ridge Subdivision" was acknowledged before  
by Michael S. Humphrey, Rebecca C. Humphrey in their capacities as Principals of Polo Properties, LLC  
this \_\_\_\_\_ day of \_\_\_\_\_ 2000.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: