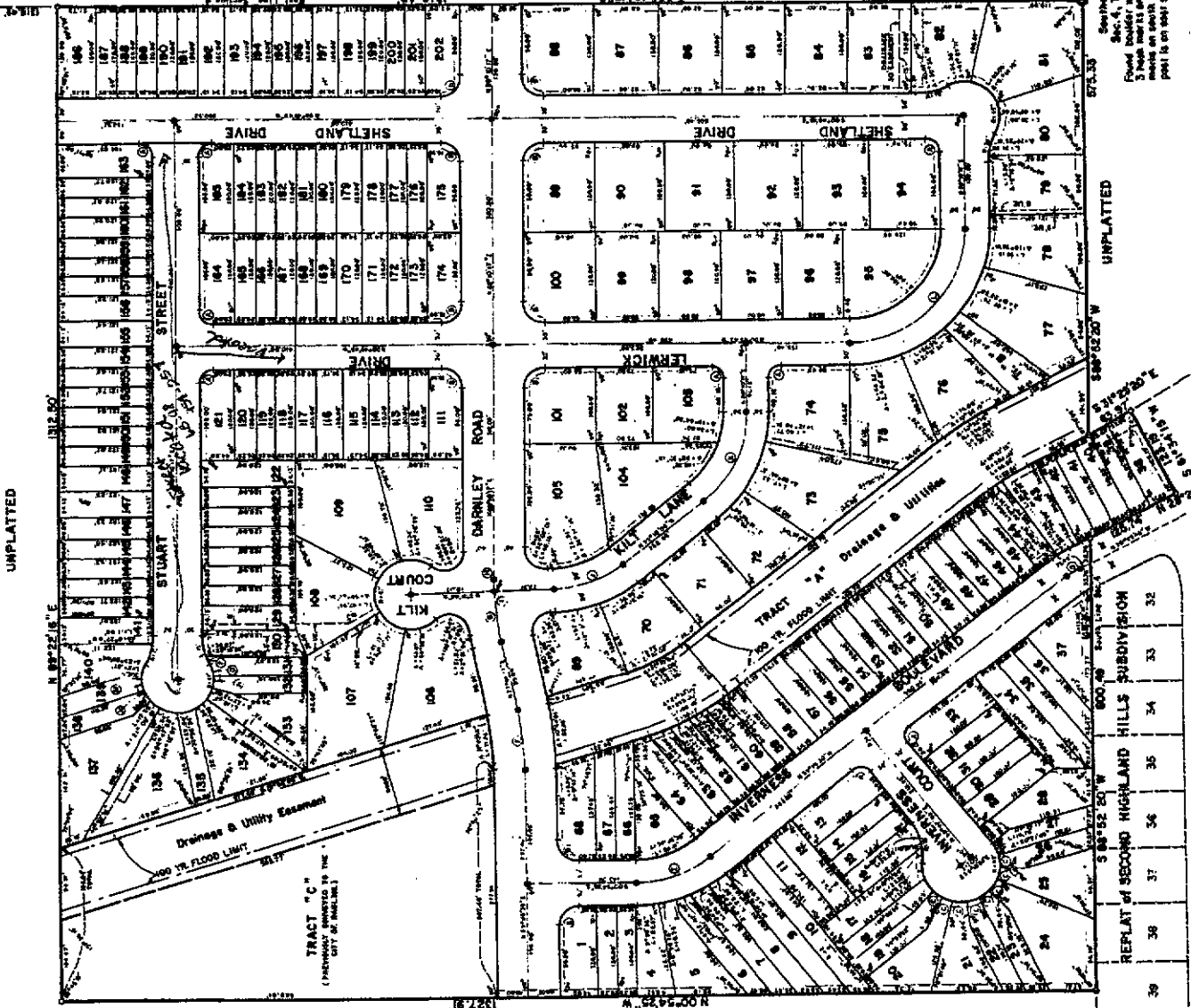


A FINAL PLAT OF HIGHLAND TOWNE

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 4,
TOWNSHIP 21 NORTH, RANGE 87 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOGETHER WITH LOT 31, REPLAT OF SECOND HIGHLAND HILLS SUBDIVISION,
CITY OF RAWLINS, COUNTY OF CARBON, STATE OF WYOMING.

DATE OF PREPARATION: 8/18/80

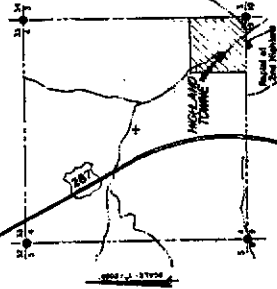
EAST 1/4 CORNER
S 1/2 S 4, T 21 N, R 87 W
S 1/2 S 4, T 21 N, R 87 W
S 1/2 S 4, T 21 N, R 87 W



UNPLATTED
UNPLATTED
UNPLATTED
UNPLATTED

*Darney Street Storm Sewer vacated
Belleville's # 8A-18, 9/1/85 on 8-19-82*

*Utility easements vacated on Lots
118-121, 124-127, UNPLATTED # 8-9-80
AUG 24 ON 8-19-82*



APPROVALS
James H. Jacobson
CITY ATTORNEY
Robert E. Johnson, Vice-President
CITY ENGINEER

RAWLINS PLANNING COMMISSION
Kenneth Z. Young
Planning Director
FR 26, 1981
DATE

This plat, approved by the City Council of Rawlins, Wyoming, on the 26 day of February, 1981, for filing with the Clerk and Recorder of Carbon County and for conveyance to the City of the public dedications shown herein in effect to the City of Rawlins, Wyoming, on the 26 day of February, 1981, for the construction of improvements on the streets and easements dedicated to the public shall in no way obligate the City of Rawlins for maintenance of streets which are not dedicated to the public nor until all improvements shall have been completed to the satisfaction of the City Council and accepted by proper resolution. Dated this 26 day of February, 1981.

Witness My Hand and Official Seal
John S. Fox
Mayor

LEGEND:
BASIS OF BEARINGS
North line of Replat of Second Highland Hills Subdivision being S 89° 56' 20" W.
○ Denotes 1/2" radius with surveyor's identification firmly attached.
SC Refers to Lot No.
① Refers to curve information
• Indicates Survey Monument to be set.
UE. Utility Easement

	RADIUS	BELTA	LENGTH	TANGENT
A	15.00'	59°00'00"	23.56'	15.00'
B	15.00'	94°00'00"	29.27'	25.00'
C	15.00'	25°00'00"	16.97'	9.51'
D	150.00'	162°23'15"	18.00'	8.51'
E	150.00'	38°23'36"	100.00'	52.21'
F	400.00'	11°25'18"	79.74'	40.00'
G	400.00'	09°27'59"	66.09'	33.12'
H	400.00'	02°02'01"	14.20'	7.10'
I	400.00'	11°30'00"	80.25'	40.28'
J	150.00'	24°25'18"	35.39'	18.00'
K	150.00'	58°23'15"	124.24'	72.40'
L	15.00'	150°00'00"	15.00'	15.00'
M	47.00'	19°23'18"	15.20'	8.23'
N	47.00'	25°14'05"	16.50'	8.39'
O	47.00'	55°53'56"	21.24'	10.81'
P	75.00'	5°20'40"	27.00'	3.50'

DEDICATION:

We the undersigned, hereby warrant that we are all and the only parties having any record title interest in the land shown on this plat and, by these presents, subdividing as HIGHLAND TOWNE. The above subdivision being the Southeast one-quarter of the Southeast one-quarter of Section 4, Township 21 North, Range 87 West of the Sixth Principal Meridian together with Lot 31, REPLAT OF SECOND HIGHLAND HILLS SUBDIVISION a plat on file and recorded at the Office of the Carbon County Clerk and Recorder's Office all being in the City of Rawlins, County of Carbon, State of Wyoming and also being more particularly described as follows:

Beginning at the Southeast corner of the Southeast one-quarter of the Southeast one-quarter of said Section 4;

thence N 00°54'25" W, along the West line of the Southeast one-quarter of the Southeast one-quarter of said Section 4, a distance of 1327.91 feet to the Northeast corner of the Southeast one-quarter of the Southeast one-quarter of said Section 4;

thence N 89°22'11" E, along the North line of the Southeast one-quarter of the Southeast one-quarter of said Section 4, a distance of 1312.50 feet to the Northeast corner of the Southeast one-quarter of the Southeast one-quarter of said Section 4;

thence S 00°49'43" E, along the East line of the Southeast one-quarter of the Southeast one-quarter of said Section 4, a distance of 1318.49 feet to the Southeast corner of the Southeast one-quarter of the Southeast one-quarter of said Section 4;

thence S 88°52'20" N, along the South line of the Southeast one-quarter of the Southeast one-quarter of said Section 4, a distance of 575.33 feet to the Northeast corner of said Lot 31;

thence S 31°25'20" E, along the Easterly line of said Lot 31, a distance of 63.97 feet to the Southeast corner of said Lot 31;

thence S 01°24'15" W, along the Southerly line of said Lot 31, a distance of 123.19 feet to the Southwest corner of said Lot 31;

thence N 28°25'48" W, along the Westerly line of said Lot 31, a distance of 125.74 feet to the Northeast corner of said Lot 31, also being a point on the South line of the Southeast one-quarter of the Southeast one-quarter of said Section 4;

thence S 88°52'20" N, along the South line of the Southeast one-quarter of the Southeast one-quarter of said Section 4, a distance of 600.49 feet to the Point of Beginning resulting in a net acreage of 40.075 acres or less.

As appearing on this plat, is with the free consent, and in accordance with the desires of the undersigned owners. We hereby dedicate to the public for their appropriate uses, all rights-of-way shown herein, including streets and easements, Tracts A and B, for drainage and utility purposes. The easements shown are provided for the purposes indicated. There shall be 5' front lot line and 10' rear lot line easements for utility purposes on all lots unless otherwise noted. Tract C has been set aside as park and school land and has been previously conveyed by Warranty Deed in fee simple absolute to the City of Rawlins.

Witness My Hand and Official Seal
John S. Fox
Mayor
Robert E. Johnson, Vice-President
CITY ENGINEER
James H. Jacobson
CITY ATTORNEY
Robert E. Johnson, Vice-President
CITY ENGINEER

State of Wyoming ss
County of Carbon ss
On this 26 day of February, 1981, before me personally appeared Robert E. Johnson to me known, who being by me first duly sworn, did depose and say that he is the President of Fulte Home Corporation, the corporation referred to in and which executed the foregoing instrument.

Witness My Hand and Official Seal
My Commission Expires May 22, 1981
State of Wyoming ss
County of Carbon ss
On this 26 day of February, 1981, before me personally appeared Robert E. Johnson to me known, who being by me first duly sworn, did depose and say that he is the President of Fulte Home Corporation, the corporation referred to in and which executed the foregoing instrument.

Witness My Hand and Official Seal
My Commission Expires Dec. 31, 1982
State of Wyoming ss
County of Carbon ss
On this 26 day of February, 1981, before me personally appeared Robert E. Johnson to me known, who being by me first duly sworn, did depose and say that he is the President of Fulte Home Corporation, the corporation referred to in and which executed the foregoing instrument.

Witness My Hand and Official Seal
My Commission Expires Dec. 31, 1982
State of Wyoming ss
County of Carbon ss
On this 26 day of February, 1981, before me personally appeared Robert E. Johnson to me known, who being by me first duly sworn, did depose and say that he is the President of Fulte Home Corporation, the corporation referred to in and which executed the foregoing instrument.

ASSURANCES
Satisfactory assurances in the form of B.M. Anderson Corporation from Fulte Home Corporation have been provided to guarantee the construction of all public improvements.

I, Hugh A. Dalrymple, a registered land surveyor in the State of Wyoming, do hereby certify that a survey of this subdivision was made under my supervision in the month of November, 1979, and that this plat accurately and properly shows said subdivision.

NOTARIAL:
State of COLORADO,
County of COLORADO,
The foregoing instrument was acknowledged before me this 26 day of February, 1981 by Hugh A. Dalrymple, R.L.S. 2281.
Witness My Hand and Official Seal
My Commission Expires 12/31/82

I, *John S. Fox*, the duly elected, qualified and acting County Clerk and Recorder of Carbon County, Wyoming, do hereby certify that this plat was filed in my office in Rawlins, Carbon County, Wyoming on the 30 day of February, 1981, and duly recorded in Book 112-123, at 6:02 A.M. Instrument No. 818103 at 6:02 A.M.
John S. Fox
County Clerk of Carbon County, Wyoming

PROTECTIVE COVENANTS

On this 16th day of MARCH, 1931, Dulite Home Corporation, owners of the following described property, to wit:

Lots 1 to 202, inclusive, in Highland Towne, a Subdivision in the City of Rawlins, County of Carbon, State of Wyoming.

hereby state that the purpose of the restrictions that hereinafter follow is to insure the use of the property for attractive residential purposes only; to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residence purposes will not be tolerated.

The protective covenants hereinafter described shall apply to:

Lots 1 to 202, inclusive

Tract "A" and Tract "B" are dedicated to the public for drainage and utility purposes. Tract "C" has been set aside as park and school land and has been previously conveyed by Warranty Deed in fee simple absolute to the City of Rawlins.

1. LAND USE AND BUILDING TYPE. The lots shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than in conformance with these covenants.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved. Approval shall be as provided in following item 1'.

3. BUILDING LOCATION.

a. No building shall be located on any lot nearer to the front set-back line shown on the recorded plat. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 15 feet to any side street line or nearer than 20 feet to the rear of the lot line.

b. For the purpose of this covenant, caves, steps, fences and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

4. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as set forth in the recorded plat, and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

Item 5. below (Party Walls) shall apply only to the following lots which are designed for single family, attached, townhouse units.

Lots 1 to 68, inclusive, and Lots 111 to 202, inclusive.

5. PARTY WALLS.

Section a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section c. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section d. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section e. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES. No structure of a temporary character, house trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. This covenant shall not be construed to preclude the placing on any lot of a camp trailer to be used for recreational purposes.

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

9. OIL AND MINING OPERATIONS. No oil drilling, oil development or operations, oil pooling, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

11. GARBAGE OR REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs the sight-lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 8 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 75 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

13. LAWN AREAS. The area of any lot on which there is not erected any building, driveway, or sidewalk shall be grass or otherwise maintained in a manner approved by the Architectural Control Committee. Each grassed area or otherwise maintained area shall be maintained in a neat and orderly manner to the satisfaction of the Architectural Control Committee.

14. ARCHITECTURAL CONTROL COMMITTEE.

a. MEMBERSHIP. The Architectural Control Committee is composed of:

- Robert B. Brisnehan, P.O. Box 1305, Laramie, WY 82070
- George C. Geal, P.O. Box 1305, Laramie, WY 82070
- Thomas Wood, 2527 Inverness Blvd., Rawlins, WY 82301

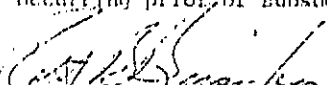
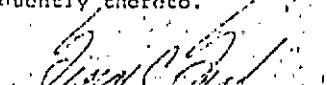
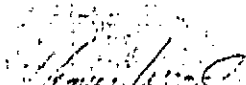
A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation 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 or to withdraw the lots from the control of the committee.

b. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if 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.

15. NATURE AND DURATION. 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 periods of 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. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.


17. NON-ENFORCEMENT. Failure by the present owner, the Architectural Control Committee, or any land owner in the subdivision described herein to enforce any restrictions, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as one occurring prior or subsequently thereto.

		
Robert B. Brisnehan Attorney in Fact State of Wyoming)	George C. Geal Vice President Attorney in Fact)	Thomas Wood Attorney in Fact)

County of Albany)

The foregoing instrument was acknowledged before me by Robert B. Brisnehan, George C. Geal and Thomas Wood this 16th day of March, 1981.

Witness my hand and official seal.


Notary Public

RECORDED 4/4/81 AT 10:45 O'CLOCK A.M.
IN BOOK 731 PAGE 94 RAWLINS, WYO.
676717 MARY C. SPANFORD, COUNTY CLERK

My Commission expires: 11/27, 1984

286 BOOK 740

SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS

This supplemental Declaration of Protective Covenants is made by Pulite Home Corporation this 10th day of September 1981.

This supplement adds two articles to the existing Protective Covenants which were recorded April 9, 1981 in Book 731, Pages 94-96, No. 676717 in the City of Rawlins, County of Carbon, State of Wyoming.

This supplement has been approved by the Architectural Control Committee of Highland Towne and applies to only the following lots which are designed for single family, attached, townhouse units:

Lots I to 68, inclusive, and Lots III to 202, inclusive.

18. Rights of Owner with Respect to Maintenance of Exterior Wall. The owner of a residence containing an exterior wall which is inaccessible from said owners lot shall have the right at all reasonable times to enter such portion of the adjacent lot as is reasonably necessary for the purpose of repairing, maintaining or restoring the exterior wall, provided, however, that such access shall be permitted only at reasonable times during daylight hours and with the prior knowledge of the owner of the adjacent lot.

19. Restrictions on Owner of Adjacent Lot. The owner of the adjacent lot shall avoid any action which shall in any way restrict the use of the exterior wall by its owner including, but not limited to, refraining from attaching any objects to such wall, such as wires, trellises and planting; defacing the wall in any manner; placing graphics or other design work (whether painted or other wise) on the exterior wall; or using the wall as a playing surface for any sport.

In Witness Whereof, I have hereunto signed my name to this Supplemental Declaration of Protective Covenants the day and year first above written.

PULITE HOME CORPORATION, WYOMING DIVISION

BY: [Signature] George C. Geal, Vice President Finance

State of Wyoming) County of Albany)

The foregoing instrument was acknowledged before me by George C. Geal this 10th day of September 1981.

[Signature] Notary Public

My commission expires: May 29, 1984



685828

STATE OF WYOMING, Carbon County. Filed for record on this 15th day of September 1981 at 1:10 PM. Book 740, page 256. Mary J. Bradford, Clerk. Margaret E. Taylor, Secretary.

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



SUPPLEMENTAL DECLARATION TO PROTECTIVE COVENANTS

This supplemental Declaration of Protective Covenants is made by Highland Towne Corporation this 4th day of June, 1996.

This supplement changes the members of the Architectural Control Committee as described in the existing Protective Covenants which were recorded April 9, 1981 in Book 731, Pages 94-96, No. 676717 in the records of the Clerk of Carbon County, State of Wyoming.

This supplement applies to the entire Highland Towne Subdivision:

Lots 1 to 202, inclusive, Highland Towne Subdivision to the City of Rawlins, Carbon County, State of Wyoming.

Highland Towne Corporation, a Wyoming Corporation, is currently the record owner of:

Lots 1-37, 44-59, 63-65, and 69-202, inclusive, Highland Towne Subdivision to the City of Rawlins, Carbon County, State of Wyoming.

Therefore, Highland Towne Corporation is the record owner of the majority of lots as required in the Protective Covenants for changing the members of the Architectural Control Committee for Highland Towne Subdivision and HEREBY CHANGES THE MEMBERS TO BE THE FOLLOWING INDIVIDUALS:

Jay C. Grabow, 816 W. Spruce, Rawlins, WY 82301

Walter C. Miller, P. O. Box 763, Saratoga, WY 82331

Duly authorized this 4th day of June, 1996, by

HIGHLAND TOWNE CORPORATION

By Walter C. Miller
Walter C. Miller, Vice President
By William E. Grabow
William E. Grabow, Secretary

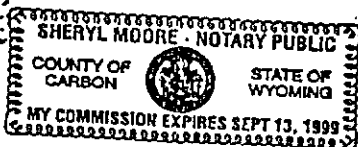
STATE OF WYOMING)
COUNTY OF CARBON)

On this 4th day of June, 1996, before me personally appeared Walter C. Miller, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Highland Towne Corporation, a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that instrument was signed and sealed on behalf of said corporation by authority of its shareholders and said Walter C. Miller acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Sheryl Moore
Notary

My commission expires: 9-13-99



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

