



FINAL PLAT

PEAK VIEW SUBDIVISION

Located in the SE 1/4 in Section 31, T13N, R89W, in the 8th P.M., County of Carbon, and the State of Wyoming.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that David O. and Patricia Ann Tognoni, being the sole owners in fee simple, and the Rawlins National Bank, being the mortgagee, of all that real property described as follows:

Beginning at the SE Corner of said Section 31; thence N87°56'18"W, 2834.00 feet to the South 1/4 Corner of said Section 31; thence N01°17'27"E, 486.24 feet along the North - South centerline of said Section 31; thence N89°55'23"E, 684.28 feet; thence S83°07'18"E, 80.00 feet; thence N84°52'42"E, 733.86 feet; thence N87°40'18"E, 1880.17 feet to a point on the East line of said SE 1/4; thence along said East line, S00°55'42"W, 1732.78 feet to the Point of Beginning.

Containing 84.722 Acres; have by these presents laid out, platted, and subdivided the same into lots as shown hereon, with the free consent, and in accordance with the desires of the undersigned owners and proprietors, and designated the same as PEAK VIEW SUBDIVISION in the County of Carbon and State of Wyoming; and do hereby grant to the County of Carbon, Wyoming, for public use the streets shown hereon including avenues, drives, courts, places, and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only; and do further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision, in the Office of the Clerk and Recorder of Carbon County, Wyoming, as Document No. 788237, Book 718, Page 270.

Executed this 24th day of August, A.D., 1985.

Rawlins National Bank
Box 100, Rawlins, Wyo. 82801

David O. Tognoni
Attest: *Patricia Ann Tognoni*
David O. Tognoni
Patricia Ann Tognoni
Box 360
Beegs Wyoming

NOTARIAL CERTIFICATE

STATE OF WYOMING } 133
COUNTY OF CARBON }

This 24th day of August, A.D., 1985, before me the undersigned Notary Public in and for the County of Carbon, State of Wyoming, David O. Tognoni and Patricia Ann Tognoni, known to me to be the persons whose names are subscribed to the foregoing instrument, acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Witness my hand and seal:
Notary Public
Printed Name: *John L. Jackins*
Address: *614 Kendrick St., Rawlins, Wyo. 82801*
My commission expires: *9-12-87*

NOTARIAL CERTIFICATE

STATE OF WYOMING } 133
COUNTY OF CARBON }

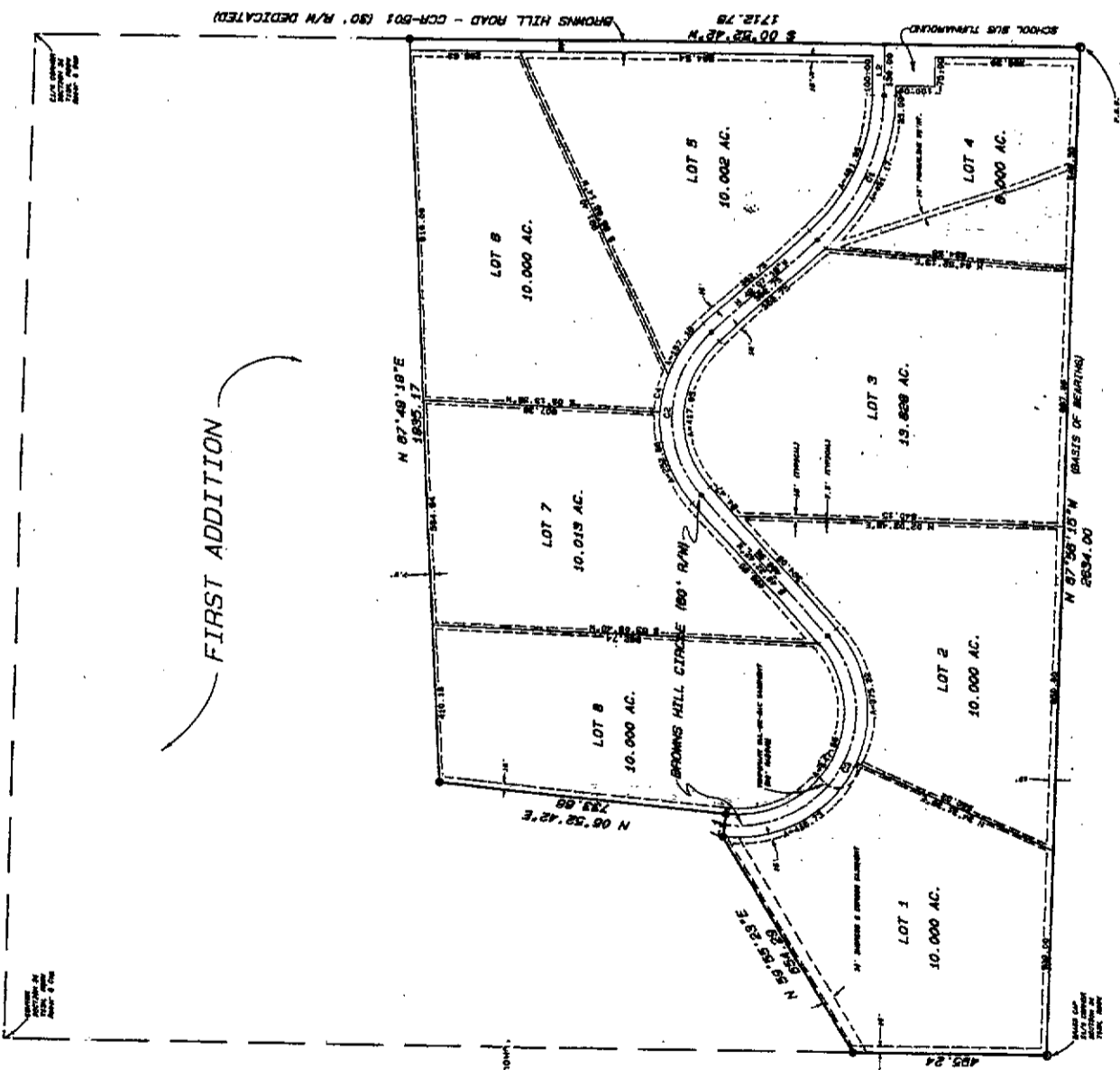
This 24th day of August, A.D., 1985, before me the undersigned Notary Public in and for the County of Carbon, State of Wyoming, David O. Tognoni and Patricia Ann Tognoni, known to me to be the persons whose names are subscribed to the foregoing instrument, acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Witness my hand and seal:
Notary Public
Printed Name: *John L. Jackins*
Address: *614 Kendrick St., Rawlins, Wyo. 82801*
My commission expires: *9-12-87*

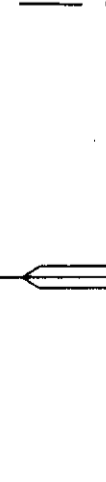
NO PROPOSED PUBLIC WATER AND SEWER. NO PROPOSED PUBLIC MAINT. OF BROWNS HILL CIRCLE.

CERTIFICATE OF COUNTY ENGINEER
Approved this 24th day of August, A.D., 1985, by the County Engineer of the County of Carbon, Wyoming.
John L. Jackins
County Engineer

PLANNING COMMISSION CERTIFICATE
This plat approved by the Carbon County Planning Commission this 24th day of August, A.D., 1985.
John L. Jackins
Chairman



NOTES:
1) All lot corners set with rebar & cap.
2) Denotes a 15' or 7.5' utility easement as shown.
3) Streets R-D 10) 78.843 AC, 4.978 AC, 18821.
4) Public covenants are in effect.



LINE	BEARING	DISTANCE
1	N 01°17'27"E	485.24
2	N 87°56'18"W	2834.00
3	N 08°52'42"E	733.86
4	N 87°40'18"E	1880.17
5	N 01°17'27"E	486.24
6	N 89°55'23"E	684.28
7	N 83°07'18"E	80.00
8	N 84°52'42"E	733.86

CHORD	CHORD BEZEL
1	44.87
2	44.87
3	44.87
4	44.87
5	44.87
6	44.87
7	44.87
8	44.87

LINE	BEARING	DISTANCE
1	N 01°17'27"E	485.24
2	N 87°56'18"W	2834.00
3	N 08°52'42"E	733.86
4	N 87°40'18"E	1880.17
5	N 01°17'27"E	486.24
6	N 89°55'23"E	684.28
7	N 83°07'18"E	80.00
8	N 84°52'42"E	733.86

CHORD	CHORD BEZEL
1	44.87
2	44.87
3	44.87
4	44.87
5	44.87
6	44.87
7	44.87
8	44.87

DECLARATION OF PROTECTIVE COVENANTS

PEAK VIEW SUBDIVISION

THIS DECLARATION is made this 7th day of August, 1985, by David Q. Tognoni and Patricia A. Tognoni (the "Declarant").

WHEREAS, the Declarant is the owner of the real property described on Exhibit "A" attached, which is incorporated herein by reference (the "Property"), which Property is a legal subdivision of Carbon County, Wyoming (the "Subdivision"), in accordance with a plat thereof recorded in Book ^{60th B} PLATS, at Page 54 in the Office of the County Clerk and Ex-Officio Register of Deeds of Carbon County, Wyoming (the "Plat"); and

WHEREAS, the Declarant desires to insure the lasting beauty, value and enjoyment of the Property and provide for the maintenance of roads and other areas within the Subdivision that may be mutually used by all Property Owners by means of the covenants, restrictions and conditions described herein (the "Protective Covenants"); and

WHEREAS, the Declarant will form Peak View Homeowners' Association (the "Association"), to be controlled and operated by the Property Owners for the purposes of administering the Protective Covenants, maintaining Subdivision property that is for the mutual use of all Property Owners, and conducting other necessary or desirable business affairs for the benefit of the Property and Owners thereof;

NOW THEREFORE, the Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, leased, subleased and occupied subject to the easements and rights-of-way shown on the Plat, mentioned hereinabove, of record or apparent upon the ground and, subject to the following covenants, restrictions and conditions which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title or interest in any portion of the Property and their respective heirs, administrators, successors or assigns.

1. Name and Effect of Declaration. The name of the Subdivision is Peak View Subdivision and this Declaration shall be construed as part of the Plat as though it was set forth thereon in full and shall be a part of each deed to any portion of the Property within said Subdivision and thereby shall continually run with the Property.

2. Owners and Rights. "Owner" shall mean the record owner, whether one or more persons or entities, of any lot of the Property, including contract purchasers, but excluding those having an interest only as security for the performance of an obligation. Owners shall have the exclusive right to the quiet



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).

enjoyment of lots owned and a non-exclusive right to the enjoyment of the roads and other areas identified on the Plat for the mutual use of all Owners (the "Common Areas"), subject to the easements and rights-of-way shown on the Plat or subsequently made of record, and to the Protective Covenants, and if such enjoyment does not interfere with the rights of others. An Owner may delegate his right of enjoyment to members of his family, guests, invitees, tenants or contract purchasers who reside on the Property.

3. Homeowners' Association. The Declarant shall form the Association prior to the sale of ten (10) lots in the Subdivision. Membership in the Association is compulsory for every Owner and the Owners agree to not form any other association for a purpose or purposes similar to that of the Association. The business of the Association shall be conducted in accordance with its Articles and By-laws (draft copies of which shall be furnished to each Owner before adoption) through its Board of Directors elected by the Owners at properly announced meetings of the Owners. The Owner of each lot shall be entitled to one (1) vote in the Association which may be cast in person or by proxy. No fractional votes shall be allowed and if any lots be owned jointly, in partnership or by a corporation, the Owners shall appoint one (1) person as their authorized representative to vote in the Association. In the event the joint or corporate Owners of a lot cannot agree upon one (1) person to vote for them, then they shall not be entitled to any vote in the Association nor shall their presence be required for a quorum until they agree upon one (1) person.

The Association's Board of Directors shall make rules and regulations from time to time to carry out the intent of the Protective Covenants and shall deliver copies thereof by mail to each Owner, which rules and regulations shall become binding upon each Owner upon mailing.

The Association's Board of Directors shall adopt a budget for each fiscal year, setting forth the Association's estimated expenditures for the ensuing year. By way of example, and not limitation, the expenditures could consist of repair and maintenance of common areas, liability insurance, taxes, administrative expenses, legal and accounting fees, property purchases and additions to a contingency fund (the "Common Expenses"). Based on the budget adopted, the Board of Directors shall make a pro-rata assessment, in a non-discriminatory manner and without consideration of the size or location of any lot, to the Owner of each lot, to derive funds to pay the Common Expenses. A statement shall be mailed to each Owner setting forth the amount of his annual assessment and the due dates and amounts of installments due thereon. The Board of Directors may

make additional, emergency assessments if warranted by circumstances. The Association may suspend the voting right of any Owner during the time any assessment installment is in arrears and may charge interest on the balance of any installment at an annual interest rate not to exceed eighteen percent (18%). The Association shall be entitled to file a lien against any lot or tract for which an assessment installment is in arrears for more than sixty (60) days and to thereafter at anytime foreclose said lien in the same manner as foreclosure of a mortgage, either judicially or by advertisement and sale, according to the laws of the State of Wyoming. The Association shall be entitled to recover from any Owner all reasonable collection costs incurred, including attorney's fees, to collect assessments.

4. Agreement to Association's Authority. By virtue of having or taking ownership of any lot in the Subdivision, whether by deed or contract, each Owner acknowledges and agrees to the authority of the Association through its Board of Directors to adopt and enforce rules and regulations as described herein. Further, each Owner agrees to be personally liable for the payment of the Association's assessments lawfully made and to not exempt himself from such liability by not using the Common Areas. In the event a corporation is the Owner, at least one of its principal stockholders must personally agree to be personally liable for the Association's assessments in addition to the corporation.

5. Use and Restrictions. The use of each Subdivision lot is limited to the private use by one (1) family for residential purposes, whether for primary or secondary housing and no more than one (1) residential unit with outbuildings and structures as authorized herein shall be located on a lot. No more than one (1) family shall occupy a residential unit for more than thirty (30) days.

Lots shall be maintained at the sizes and configurations shown on the Plat and shall not be altered or further subdivided.

No commercial, industrial, storage, mining or oil or gas drilling activity of any nature, including the renting of guest houses, nor any illegal activity shall be conducted within the Subdivision, except as follows:

a) Owners, or their authorized representatives, shall have the right to show and sell their lots within the other conditions of the Protective Covenants.

b) Domestic water wells may be drilled for supplying water to the lots as required and described herein.

No equipment, machinery or materials used in or for a commercial activity shall be stored within the Subdivision except as expressly being used in the authorized construction of buildings

or other facilities and structures and then for a period not to exceed ninety (90) days.

No swine, poultry, livestock or animals of any kind shall be maintained within the Subdivision, except as follows:

a) Up to four (4) horses per lot may be maintained if they are controlled by the Owner of the lot. Prior to the maintaining of any horses on a lot, fences shall be constructed to confine the horses within their Owner's property.

b) Dogs, cats and other similar household pets may be kept on lots if they are at all times within the control of their Owner, and are not allowed off their Owner's property.

c) Cattle, sheep and poultry may be maintained on a lot and must be appropriately confined on the Owner's property at all times.

No animals of any nature whatever shall continue to be maintained on a lot if it interferes with the right of other Owners to the quiet enjoyment of their property, causes a nuisance of any type such as, but not limited to, worrying or harassing domestic animals or wildlife, loud noises or offensive odors, or causes property damage. All fences, corrals and other structures for use in the confinement or maintenance of authorized animals are subject to the architectural standards and controls described herein.

No motorcycles, trail bikes, snowmobiles, three-wheelers, four-wheelers or other similar vehicles shall be operated within the Subdivision, except as a means of conveyance from outside the Subdivision directly to an Owner's property, or vice versa, and then only if such vehicle is operated safely, at a low speed and without the creation of loud noise.

The discharge or igniting of firearms, fireworks or similar devices shall not be allowed within the Subdivision except as may be allowed on the 4th of July pursuant to the requirements of County ordinances then in effect.

No portion of the Property shall be used or maintained for the dumping, or disposal of solid waste material. All garbage, trash or other solid wastes shall be kept in sanitary containers properly screened from public view while on the Property and shall be removed from the Subdivision for disposition. Any burning of trash shall be done in a proper container, designed to eliminate the possibility of uncontrolled fire.

6. Water and Sewer. No central water distribution or sewage collection system will be provided by or at the expense of the Declarant. Each Owner is obligated to provide for his own septic system, properly approved by any governmental agencies that may have jurisdiction. All pumps, vents and other necessary

surface apparatus must be properly housed or screened in accordance with the architectural standards and controls. Easements must be obtained as necessary for shared wells and water distribution systems. The Owners of shared wells and water distribution systems shall be responsible for the operation and maintenance of such wells and systems and neither the Declarant nor the Association shall have any responsibilities for such shared systems. The locations and designs of all cisterns and water distribution systems, whether private or shared, must be approved by the Architectural Control Committee.

Sewage shall be disposed of only by and through a buried, non-polluting septic system on the Owner's lot, of adequate capacity and standards to comply with the requirements of the Wyoming Department of Environmental Quality and/or any other governmental agency with jurisdiction. No house shall be occupied within the Subdivision unless an approved septic system is installed. No septic system shall be located within fifty (50) feet of an Owner's property line or located in any place that would constitute a nuisance for adjacent Owners. The location of a septic system must be approved by the Architectural Control Committee.

7. Architectural Control Committee. The Architectural Control Committee (the "Committee") shall consist of three (3) persons, all of whom have a direct or indirect ownership interest in at least one (1) lot in the Subdivision. Initially, the Committee shall consist of the Declarant and one or two additional persons appointed by him. After ten (10) lots have been sold by the Declarant, the Committee members shall be appointed by the Association's Board of Directors for one (1) year terms. No Committee member shall be appointed to more than three (3) consecutive one (1) year terms. The Committee shall have the responsibility and authority to administer and enforce the architectural and other controls and standards described in this Declaration. The Committee is empowered to grant variances and approve minor deviations from the Protective Covenants for reasonable cause, if the overall intent of the Protective Covenants is being met and if such variances do not cause undue hardship upon or materially interfere with the rights of the other Owners. The consent of two (2) Committee members, and not unanimous consent, is required for it to approve, or deny, any issue or consideration before it. In the event the Committee does not either approve or deny plans properly presented to them within thirty (30) days, such plans shall be deemed to be approved.

8. Architectural Standards. Each Owner is required to submit the plans, drawings and/or specifications for all houses, buildings, fences, corrals, pump houses, screens, landscaping or

other structures (collectively "Facilities" herein) to the Architectural Control Committee for approval or denial prior to the commencement of construction of such Facilities. The plans, drawings and/or specifications must be in sufficient detail to clearly show the planned location, dimensions, configuration, exterior materials, quality of workmanship, and colors of the planned Facilities to enable the Committee to properly evaluate them and ascertain if they conform to the Protective Covenants. Facilities shall conform to the following standards, unless variances are given by the Committee within their defined limits:

a) Location - All houses, outbuildings, corrals and related structures must be located ten (10) feet or more inside the lot lines designated on the Plat.

b) Number of Buildings - No building shall be erected, altered or placed on any lot except one (1) detached, primary, single-family dwelling, one (1) attached or detached guest house, and an attached or detached private accommodation for animals permitted by these Protective Covenants. The completion of construction of the primary residence must precede the completion of construction of any other buildings. No old or secondhand structures shall be moved onto the lot.

c) Building Sizes - Buildings for the housing or accommodation of animals must be of a finished nature and in architectural harmony with the primary residence and not exceed two (2) stories in height.

d) Temporary Residence - No temporary structure such as a tent, shack, basement, trailer, camper, motor home or mobile home, nor any authorized outbuilding or garage, shall be used as a temporary or permanent residence on any lot. However, a pickup camper, small camp trailer or motor home may occupy a lot if there is a permanent residential house on the lot or during the initial construction period of a permanent residence, for a period not to exceed six (6) months.

e) Exteriors and Roofs - The exterior surfaces of all buildings and structures must be wood, stone or brick and of a color that is harmonious with the surroundings. Colors within a value spectrum of middle to dark, such as neutral, earth tones shall be allowed. Roofs shall be constructed of shake shingles or a suitable synthetic. Roof colors within the value spectrum of middle to dark, such as neutral, earth tones shall be allowed.

f) Modular Homes - Modular or factory constructed houses or other buildings shall be allowed if they are

placed on a permanent foundation, do not have flat roofs, and adhere to the other architectural standards. No wheeled mobile home shall be permitted to be used as buildings on any lot within the meaning of these architectural standards even if wheels are removed and they are attached to a permanent foundation.

g) Fences and Corrals - If any Owner's private fence crosses a Subdivision road used, or authorized for use by other Owners, a suitable and durable cattle guard must be installed by and at the expense of the Owner constructing such fence and no gates shall be allowed.

h) Signs - No signs for public view shall be permitted in the Subdivision except street identification, safety and directional signs installed by the Declarant or the Association, and Owners' "For Sale" and residential identification signs. "For Sale" signs must not exceed five (5) square feet in size nor five (5) feet in total height. Residential identification signs must not exceed three (3) feet in size nor four (4) feet in total height. All signs must be of colors harmonious with surroundings and neatly lettered.

i) Overground Tanks and Garbage Containers - One (1) overground tank with a capacity not in excess of One Thousand (1,000) gallons shall be allowed on each lot. One (1) garbage container area not exceeding sixty (60) square feet in size shall be allowed on each lot. All overground tanks and garbage container areas shall be screened from public view with a small structure of materials and colors harmonious with the other Facilities and/or surroundings on the lot, or with bushes, trees or other suitable landscaping.

j) Water and Sewer Facilities - Any sizeable overground water and/or sewer facilities required to meet the requirements of these Protective Covenants shall be allowed on lots as needed, but must be screened from public view with a small structure of materials and colors harmonious with the other Facilities and/or surroundings on the lot or with bushes, trees or other suitable landscaping.

k) All slopes or terraces, as the result of earthwork, on any lot shall be maintained so as to prevent any erosion thereof upon any adjacent streets, adjoining property or Common Areas.

l) Utility Service - Utility service, including electrical power, telephone or television, must be

constructed underground from the core service or main line to the buildings being served.

m) Drainage and Utility Easement - Within all drainage and utility easements, no structure, planting or other obstructions shall be placed or permitted to remain in place which may damage or interfere with the installation and maintenance of utilities, or which may change or obstruct the flow of drainage channels in the easement without approval by the Architectural Control Committee. A minimum of at least twelve inch (12") steel or concrete culvert must be used when constructing driveway entrances from common roads to lot interiors.

9. Easements. There is reserved, in addition to those easements shown on the Plat, for the benefit of the Homeowner's Association, a ten (10) foot utility easement running along each internal lot line and twenty (20) feet from the edge of each dedicated road.

10. General Provisions. Enforcement of this Declaration and these covenants, conditions and restrictions shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of assessments due, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by an Owner or by the Association on behalf of its members, and the Association may assess the cost of such prosecution as a Common Expense. The failure to enforce or to cause the abatement of any violation of this Declaration 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.

Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

The herein included agreements, covenants, restrictions and conditions shall run with the lands; shall be binding upon all persons owning lots of the Property and any persons hereinafter acquiring said lots; and shall be in effect for a period of twenty-five (25) years from and after the date this Declaration is recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Carbon County, Wyoming, after which period the covenants shall cease to be and shall be of no further force and effect, unless the Owners of two-thirds (2/3) of the lots

within the Property shall elect, in writing duly filed, to extend the covenants for an additional specified period, at which time these covenants shall cease to be and shall be of no further force and effect, unless similarly extended for an additional period or periods. Provisions for maintenance of the roads shall not lapse with the other covenants unless other provisions are made for continuance of said maintenance.

This Declaration may be altered in whole or in part at any time the then record Owners of two-thirds (2/3) of the lots within the Property so elect through a duly written and recorded instrument.

IN WITNESS WHEREOF, David Q. Tognoni and Patricia A. Tognoni have caused this Declaration to be executed and effective the date and year first above written.

David Q. Tognoni
Patricia A. Tognoni

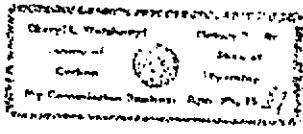
STATE OF WYOMING)
) ss.
COUNTY OF CARBON)

The above and foregoing Declaration of Protective Covenants, Peak View Subdivision, was subscribed and sworn to before me by David Q. Tognoni and Patricia A. Tognoni, this 7th day of August, 1985.

Witness my hand and official seal.

Christine M. [Signature]
Notary Public

My commission expires: April 30, 1987



RECORDED August 9, 1985 2:00 PM
IN BOOK 778 PAGE 510
738217