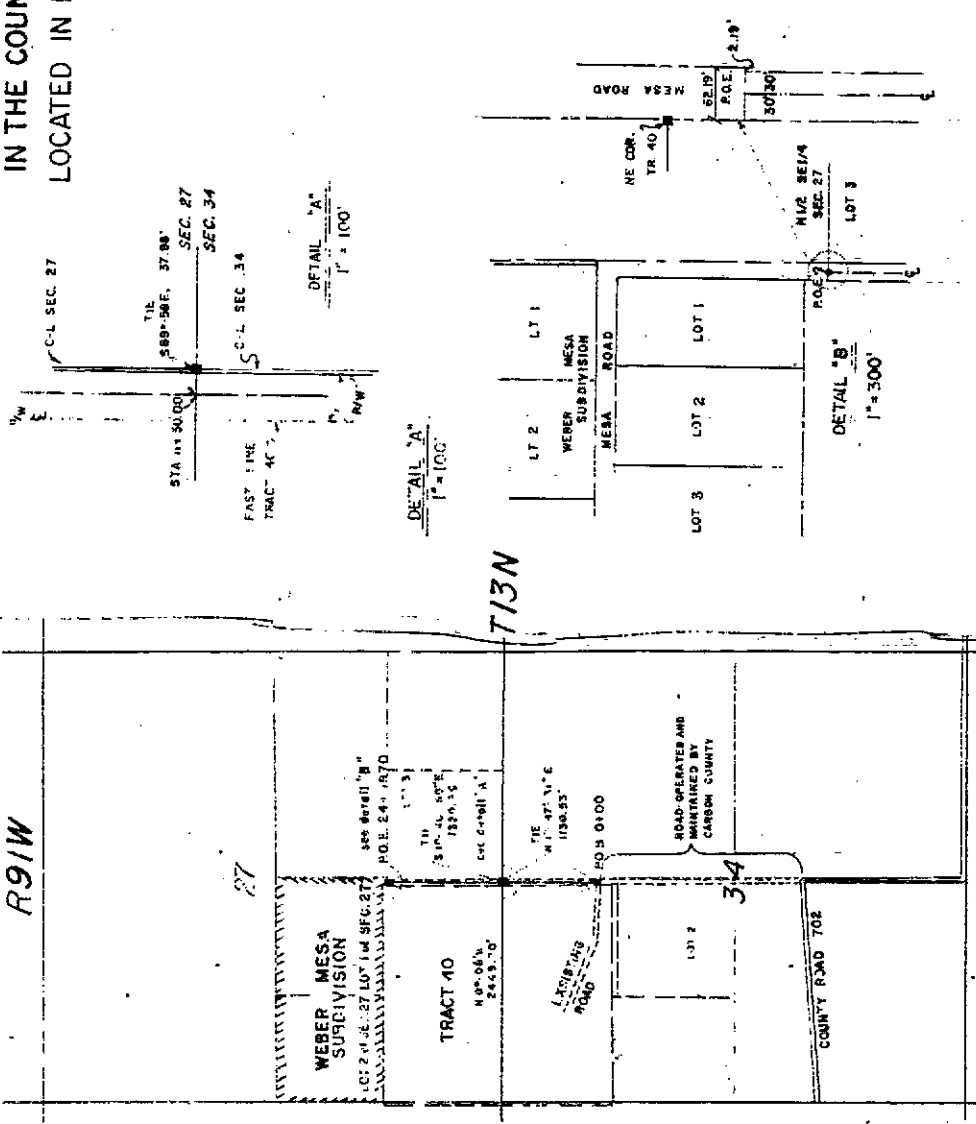


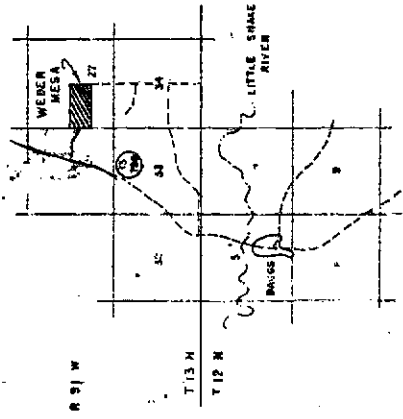


**FINAL PLAT**  
**WEBER MESA SUBDIVISION**  
 IN THE COUNTY OF CARBON, STATE OF WYOMING  
 LOCATED IN LOTS 18, 2, SEC. 27, T13N, R91W, 6th P.M.

SHEET 11 of 2



ACCESS ROAD & LAND SUBDIVISION  
 1" = 1000'



AREA MAP  
 1" = 5000'

**CERTIFICATION OF DEDICATION AND OWNERSHIP**

Know all men by these presents that Jack Weber being sole owner of fee simple of all that road, properly described as follows: All that part of Lots 1 & 2, Section 27, T13N, R91W, 6th P.M., Carbon County, Wyoming, and described as follows: "A tract of land in the SW 1/4 of Section 27, T13N, R91W, 6th P.M., Carbon County, Wyoming, to be known as the WEBER MESA SUBDIVISION more particularly described as follows: Beginning at the center of corner of said Section 27; Thence S89°56'15"W, a distance of 2647.50 ft. along the East-West centerline of said Section 27 to the West 1/4 corner of said Section 27; Thence S0°00'37"W, a distance of 1225.26 ft. along the West 1/4 of said Section 27 to a point on the North line of Tract 40, T13N, R91W; Thence S89°56'15"W, a distance of 2584.76 ft. along the North line of said Tract 40 to the NE corner of said Tract 40; Thence S0°00'24"W, a distance of 87.38 ft. along the East 1/2 of said Tract 40 to a point on the East-West centerline of the SW 1/4 of said Section 27; Thence S89°56'15"W, a distance of 62.19 ft. along said centerline of the SW 1/4 to the center South 1/16 on the North-South centerline of said Section 27; Thence N0°02'05"E, a distance of 1318.87 ft. along said North-South centerline to the point of beginning, said tract containing 74.773 acres, more or less, and hereunto the same have been laid out, platted, and subdivided into the same lots and blocks as shown hereon, with the free consent and in accordance with the desires of the undersigned owners and proprietors, and designated the same as WEBER MESA SUBDIVISION in the County of Carbon, State of Wyoming; and do hereby grant the utility and drainage easements shown hereon for utility and drainage purposes only; and do further certify that this subdivision shall be subject to the projective easements shown hereon and recorded in the office of the Clerk and Recorder of Carbon County, Wyoming, as Document No. 666122.

Executed this 1st day of September, A.D., 1982.

Done at Jackson, Wyoming, SS

COUNTY OF CARBON

The foregoing dedication was acknowledged before me this 1st day of September, A.D., 1982, by Jack Weber.

Witness my hand and official seal.

Notary Public

Robert A. Barber

Notary Public

PLANNING COMMISSION CERTIFICATE

THIS plat approved by the Carbon County Planning Commission this 2nd day of September, A.D., 1982.

Ray J. Korman

President

**COUNTY COMMISSIONERS' CERTIFICATE**  
 This plat approved by the Board of County Commissioners of Carbon County Wyoming, this 2nd day of September, A.D., 1982, for filing with the Clerk and Recorder of Carbon County and for consequence to the County of the public dedications shown hereon subject to the provision that approval in no way nullifies Carbon County for financing or constructing any public works, streets, or easements to the public use of the public and further that the Board of Commissioners and further that the Board of Commissioners of Carbon County for maintenance of the same shall have been completed to the satisfaction of the Board of County Commissioners and accepted by proper resolution, Dated this 2nd day of September, A.D., 1982.

ATTEST: Ray J. Korman

County Engineer

Robert D. Clark

County Engineer

**CERTIFICATE OF COUNTY ENGINEER**

Approved this 2nd day of September, A.D., 1982, by the County Engineer of the County of Carbon, Wyoming.

Robert D. Clark

County Engineer

**SURVEYOR'S CERTIFICATE**

I, Robert D. Clark, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Wyoming, and that this plat is a true, correct, and accurate representation of the Weber Mesa Subdivision as laid out, platted, and subdivided as shown hereon, at such plat was made from an accurate and correct survey by me and under my supervision and control, and that the location and dimensions of the lots, easements, and other features shown on this plat are true and correct, and that I am governing the subdivision of land.

My Reg. No. R. L.S., Robert D. Clark

In witness whereof I have set my hand and seal this 2nd day of September, A.D., 1982.

Notary Public

Robert D. Clark

Notary Public

**CLERK OR RECORDER'S CERTIFICATE**

This plat was filed for record in the office of the Clerk and Recorder at 10:00 o'clock A.M., on the 2nd day of September, 1982, and is duly recorded as Document No. 666122, Page No. 21.

By: Robert D. Clark

Clerk and Recorder

Deputy

Protective covenants governing the use of the lots in the Weber Mesa Subdivision are filed in the Carbon County Court House in Book 271, Page 629.

Document No. 666122

**WEBER MESA SUBDIVISION**  
 LOTS 18, 2, SEC. 27, T13N, R91W, 6th P.M.

**RAJ**  
 ROBERT JACK SMITH & ASSOC. INC.  
 CONSULTING ENGINEERS  
 AND  
 LAND SURVEYORS

DRAWN BY: R.J.C.	DATE: 7-23-82
CHECKED BY: R.J.C.	DATE: 7-23-82
JOB NO. 3331	SCALE AS NOTED
DATE:	DESCRIPTION:

# FINAL PLIT

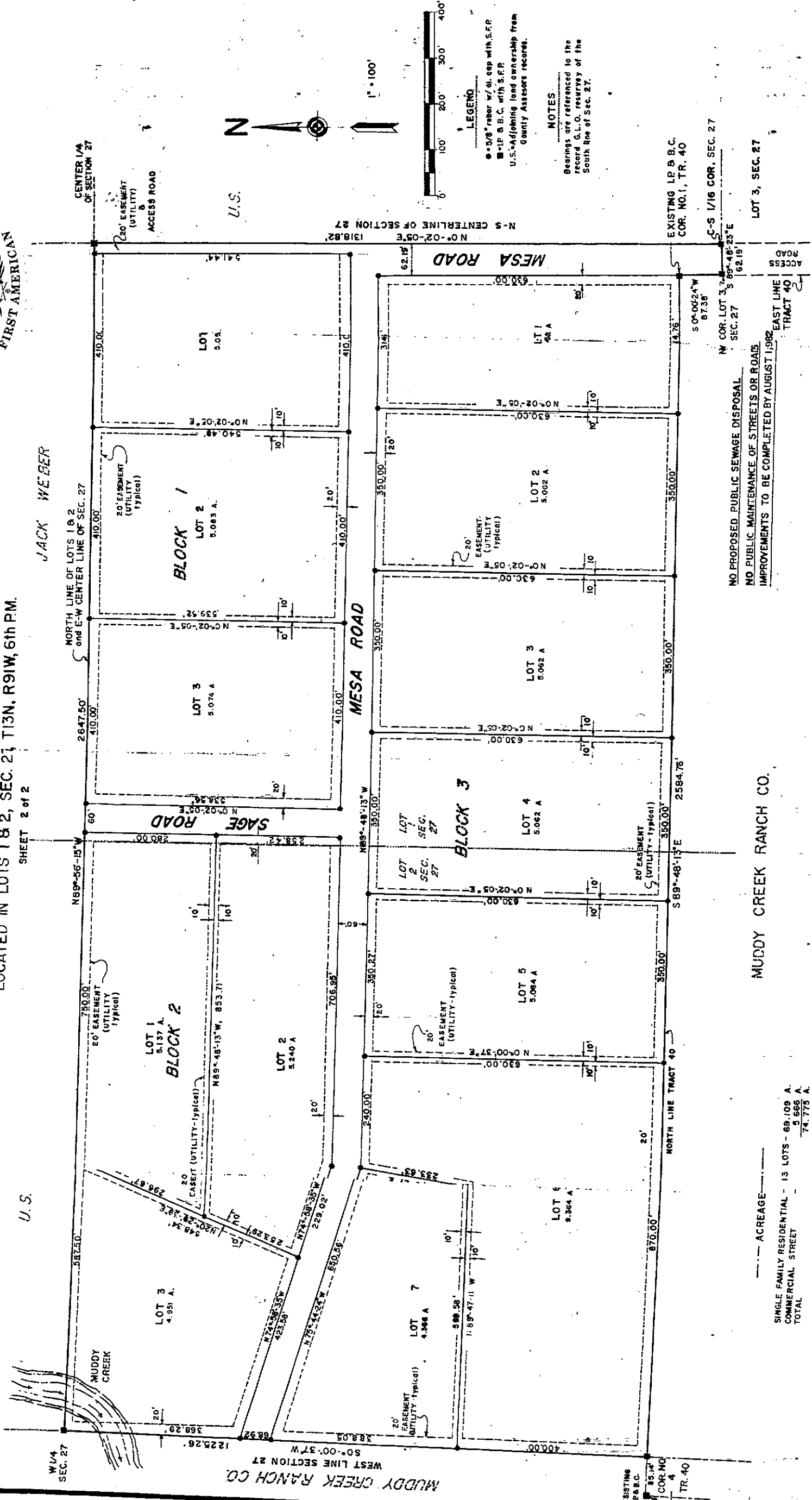
## WEBER MESA SUBDIVISION

IN THE COUNTY OF CARBON, STATE OF WYOMING  
 LOCATED IN LOTS 1 & 2, SEC. 27, T13N, R91W, 6th PM.

SHEET 2 of 2



JACK WEBER



U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

U.S.

MUDDY CREEK RANCH CO.  
 WEST LINE SECTION 27  
 50°-00'-37" W  
 1225.28'

EXISTING LP & B.C. COR. NO. 4 TR. 40

EXISTING LP & B.C. COR. NO. 1, TR. 40

EXISTING LP & B.C. COR. NO. 1, TR. 40

EXISTING LP & B.C. COR. NO. 1, TR. 40

EXISTING LP & B.C. COR. NO. 1, TR. 40

NO PROPOSED PUBLIC SEWAGE DISPOSAL  
 NO PUBLIC MAINTENANCE OF STREETS OR ROAD  
 IMPROVEMENTS TO BE COMPLETED BY AUGUST 1, 1982

MUDDY CREEK RANCH CO.

ACREAGE  
 SINGLE FAMILY RESIDENTIAL - 13 LOTS - 69,109 A.  
 COMMERCIAL STREET - 5,568 A.  
 TOTAL - 74,775 A.

NO PROPOSED PUBLIC SEWAGE DISPOSAL  
 NO PUBLIC MAINTENANCE OF STREETS OR ROAD  
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ACREAGE  
 SINGLE FAMILY RESIDENTIAL - 13 LOTS - 69,109 A.  
 COMMERCIAL STREET - 5,568 A.  
 TOTAL - 74,775 A.



1" = 100'



### LEGEND

- 5/8" rebar w/ oil cap with S.C.P.
- 1/2" rebar w/ oil cap with S.F.P.
- U.S. Adjoining land ownership from County Assessor's records.

### NOTES

Bearings are referenced to the record G.L.O. survey of the South line of Sec. 27.

**WEBER MESA SUBDIVISION**

LOTS 1 & 2, SEC. 27, T13N, R91W, 6th PM.

DRAWN BY: J.P.K.  
 DATE: 7-24-80  
 CHECKED BY: J.L.Z.  
 DATE: 7-27-80  
 JOB NO: 3331  
 SCALE: 1" = 100'  
 SHEET: 2 OF 2

ROBERT JACK SMITH & ASSOC., INC.  
 CONSULTING ENGINEERS  
 LAND SURVEYORS

RESTRICTIVE COVENANTS

The undersigned, Jack Weber, being the owner of the property known as the Weber Mesa Subdivision, located in the County of Carbon, State of Wyoming, as described in Exhibit "A" hereto attached, and by this reference, designed to insure the use of said property for residential purposes only and to prevent nuisances and to prevent the impairment of the attractiveness of the property, and thereby to secure to each individual owner the full benefit and enjoyment of his home and property with no greater restriction upon the free and undisturbed use of said property than is necessary to insure the same advantage to the other similar property owners.

NOW, THEREFORE, we the undersigned do hereby make the following declarations as to limitations, restrictions and uses to which the said property may be put, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit and limitation of all future owners of said property.

1. These restrictive covenants, easements, reservations, restrictions and requirements upon the lands within said Subdivision and any amendments thereto shall run with the land and remain in full force and effect until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by unanimous consent for the best interests of the Subdivision at which time the modifications to said covenants shall be evidenced by recording in the office of the Carbon County Clerk and Ex-Officio Register of Deeds and Amendment to Deed of Restriction setting forth such amendments. At anytime prior to January 1, 2010, and without the necessity of obtaining consent of any prior grantees of land in WEBER MESA SUBDIVISION sold by Grantor, Jack Weber, such Grantor reserves the exclusive right to amend this Deed of Restrictions as it may affect any lands then remaining owned by Jack Weber, or his successors or assigns, in fee simple, or to remove said lands completely from the effect thereof.

2. Housetrailer or mobile homes may be parked on the property for a period of two (2) years, during the time of construction of a home. All homes must be on a F.H.A. approved foundation. Homes may be modular, and must be of good quality and set on a permanent foundation.



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).

3. All structures or dwellings on any such tract shall have all setbacks in conformity with the zoning regulations of the County of Carbon and State of Wyoming.

4. Any building constructed upon any tract in the said addition shall be seasonably completed and in no event later than twenty-four (24) months after the commencement of construction, however, this period shall not apply to delays occasioned by the reason of inability to obtain materials, strikes, acts of God, and other circumstances beyond the control of owner or builder.

5. The subject property is presently platted into tracts containing approximately five (5) acres or more, and not more than one (1) residence shall be built upon any one tract, it being intended hereby to prevent the domination of such tracts in such a manner which would permit any one tract or a portion thereof to be combined with another tract, or portion thereof, and for the combination of such tracts to allow or permit a greater number of single family residential sites.

6. No mining shall be undertaken upon the surface of said subject property, nor shall any well for the production of, or from which there may be produced, oil and gas, be dug or operated upon said addition, nor shall any such machinery, appliance or structure ever be placed and operated or maintained thereon.

7. No encroachments may be made upon the utility easements as shown by the recorded plat of subject property, including, without limiting the generality of the foregoing, the building of fences, buildings, incinerators, garages and other outbuildings, and the planting of any shrubbery on said easements.

8. Livestock may be kept. Housing for such livestock shall be constructed according to F.H.A. Code. Persons owning livestock, pets or poultry of any kind shall be liable for their stock, and will confine such animals to their own premises with a legal fence or better of nice appearing materials. Persons shall not over graze pasture, and shall keep all outbuildings and pens sufficiently clean, so as not to be offensive to their tract owners.

9. All outbuildings and fences shall be kept in good repair. If originally painted, shall be kept painted.

10. All the subject property will be maintained by the owners in a neat, clean and sanitary condition, and no inoperative private automobiles, machines, rubbish or junk shall be placed, stored or parked upon the subject property for more than thirty (30) days unless stored or parked within some building.

11. There shall not be carried upon any part or portion of the subject property any business or activity which is offensive, noisy, dangerous or detrimental to the use of the subject property for private residential purposes, nor shall the subject be used for any purpose which may come as a matter of common experience, tend to become an annoyance or nuisance to the general neighborhood or the other owners within the said Subdivision.

12. The subdivider will take care of road maintenance until fifty percent (50%) of tracts are sold, then the tract owners will share equally the responsibility and expenses of maintaining the road. The subdivider shall retain the right to use said roads for expansion of said Subdivision and will share in cost of maintenance if such expansions should occur. Load limit on bridge shall be fifteen (15) tons.

13. Tract owners will elect a Board of five (5) members to settle any grievances or wrongdoings of a tract owner. Subdivider will retain his right to use road after this time.

14. The waiver by owners of other portions of the enforcement of any of the aforesaid covenants shall not be deemed to be a waiver of any subsequent or later breach or violation of any of the aforesaid covenants or restrictions.

15. Should any part or portion of the aforesaid restrictions or covenants be later found to be invalid or illegal, such invalidity or illegality shall not serve to render void or invalid the remainder of the aforesaid restrictions and covenants.

16. It is expressly understood and agreed that the several restrictive covenants contained herein shall attach to and run with the land and shall be lawful for the owner or owners of any tracts adjoining or located in said Subdivision to institute and prosecute the proceedings at law or inequity against the person or persons violating or threatening to violate the same.

17. Each lot in the legal Subdivision shall be burdened by the following rights and easements held, possessed and enforceable by all owners jointly and severally; easements and right-of-way as may be reasonably necessary for the installation, maintenance and repair of water, power and gas mains and lines, which shall be buried, or other

BOOK 721

installations as the same may now or in the future be installed or erected; provided, nevertheless, that no such easements or right-of-way shall hinder, damage or obstruct residential buildings constructed or in the process of construction at the time of such installation; provided further, that the use of such easements and exercise of rights thereunder shall be conducted with due care in regard to the surface, and in the event the surface shall be damaged in installation, maintenance or repair, it shall be, upon completion of the work, restored to its original condition. Such easements and right-of-ways shall be ten (10) feet in width along and adjacent to all lot lines, except along the streets which have larger easements as shown on the WEBER MESA SUBDIVISION plot as recorded. Such easements can be used by any owner of record of the subdivision for the purpose of drilling water wells so long as it is contained within the limits of said easements. All water supplies shall follow the Minimum Standards for Private or Semi-Public Water Supplies as set forth by the Wyoming State Engineers Office.

18. No water supply system shall be used or permitted on any lot or group of lots unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of both the State Health Department and the State Engineers Office.

19. Each structure designed for occupancy or use by human beings shall be connected to a private individual waste disposal system of the pollution free design and construction. These systems may be of the evaporation, aerobic, or anaerobic biological type systems, or any similar type of systems so long as they are properly installed, and are designed to provide pollution free treatment of household wastes. At no time shall an outhouse be permitted to exist within the subdivision.

NOW, THEREFORE, the said Grantor sets the above restrictions for the WEBER MESA SUBDIVISION according to the plat thereof recorded in Plat Book 600B-Plat at Pages 20 and Plat Book          at Pages          of the Public Records of Carbon County, Wyoming as above described, and said subdivision is thereby subject to the above protective covenants and restrictions.

Dated this 2nd day of September, 1980.

Jack Weber  
Jack Weber, Grantor

STATE OF WYOMING )  
                          ) SS  
COUNTY OF CARBON )

The foregoing instrument was acknowledged before me by  
JACK WEBER, this 1st day of September, 1980.

Witness my hand and official seal.

Carol B. Minter  
Notary Public

My commission expires: December 14, 1980



666122

STATE OF WYOMING  
Carbon County  
Filed for record on this 4th day  
of September A. D. 1980 at 5:50 P.M.  
Book 528 Page 721  
Carol B. Minter  
Notary Public, State of Wyoming