

SURVEYOR'S CERTIFICATE

STATE OF WYOMING)
COUNTY OF GOSHEN) S.S.

I, RUSSELL D. SCHAFFEL, OF 412 ENGINEERING AND LAND SURVEYING OF TORRINGTON, WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF COTTONWOOD ACRES SUBDIVISION WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY ON MAY 9, 1984, AND THAT IT CORRECTLY SHOWS THE LOTS, ROADS, AND EASEMENTS SHOWN HEREON WHICH ARE TO BE MONUMENTED ON THE GROUND WITH 1/2" IRON REBAR EVERY CORNER OF THE PLANNING COMMISSION'S RECOMMENDATION OF APPROVAL OF THE FINAL PLAT IN ACCORDANCE WITH THE GOSHEN COUNTY SUBDIVISION REGULATIONS AND THAT THE LANDS EMBRACED IN THIS SUBDIVISION ARE THAT PART OF THE SE 1/4 SW 1/4 OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 61 WEST OF THE 6TH P.M., GOSHEN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 9, T24N, R61W, MONUMENTED BY A WELL MARKED BRASS CAP DRIVEN FLUSH WITH THE ASPHALT ON THE GOSHEN COUNTY COUNTRY CLUB ROAD; THENCE N89°07'21"W, ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 9, A DISTANCE OF 848.47 FEET; THENCE N00°14'39"E, PARALLEL TO THE WEST LINE OF THE SW 1/4 OF SECTION 9, A DISTANCE OF 1243.90 FEET; THENCE S89°07'21"E, PARALLEL TO THE SOUTH LINE OF THE SW 1/4 OF SECTION 9, A DISTANCE OF 2000 FEET; THENCE S00°14'39"W, PARALLEL TO THE WEST LINE OF THE SW 1/4 OF SECTION 9, A DISTANCE OF 306.73 FEET; THENCE S41°54'50"E, A DISTANCE OF 971.39 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SECTION 9; THENCE S00°14'39"W ALONG SAID NORTH-SOUTH CENTERLINE OF SECTION 9, A DISTANCE OF 271.4 FEET TO THE POINT OF BEGINNING, CONTAINING 15.313 ACRES MORE OR LESS AND INCLUDING EASEMENTS FOR THE GOSHEN COUNTY COUNTRY CLUB ROAD AND A BUREAU OF RECLAMATION HIGH VOLTAGE POWER TRANSMISSION LINE, AND CONTAINING 14.670 ACRES MORE OR LESS WITH A 33 FOOT WIDE RIGHT OF WAY FOR THE GOSHEN COUNTY COUNTRY CLUB ROAD BEING EXCLUDED FROM THE ABOVE DESCRIBED PROPERTY.

ALL BEARINGS HEREIN ARE RELATIVE TO TRUE NORTH AS DETERMINED BY A SOLAR OBSERVATION TAKEN AT THE NORTHEAST CORNER OF SECTION 9, T24N, R61W.

WYOMING P.E.L.S. NO 3511

Russell Schaffel
RUSSELL D. SCHAFFEL,
LAND SURVEYOR

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CLYDE GARRETT AND MARIE GARRETT ARE OWNERS IN FEE SIMPLE OF THE LANDS EMBRACED ON THIS PLAT AND IN THE ABOVE DESCRIPTION OF THE COTTONWOOD ACRES SUBDIVISION AND DO HEREBY DECLARE THE SUBDIVISION TO BE THEIR FREE ACT AND DEED, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE EASEMENTS AND ROADS SHOWN HEREON, AND DEDICATE TO THE USE OF THE "COTTONWOOD ACRES ASSOCIATION" LANDOWNERS THE USE OF THE CONTINUITY TRACT AS SHOWN HEREON.

Clyde Garrett
CLYDE GARRETT

Marie E. Garrett
MARIE GARRETT

ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF GOSHEN)

THE FOREGOING DEDICATION FOR COTTONWOOD ACRES SUBDIVISION WAS ACKNOWLEDGED BEFORE ME BY CLYDE GARRETT AND MARIE GARRETT ON THIS 14th DAY OF SEPT. 1984. IN WITNESS WHEREOF, I HAVE HERETO GET MY HAND AND AFFIX THE SEAL OF MY OFFICE THE DAY AND YEAR HEREIN WRITTEN ABOVE.

SEAL:

MY COMMISSION EXPIRES ON DEC. 12, 1984

Richard W. Taylor
NOTARY PUBLIC

APPROVAL

planning commission:

THIS PLAT OF COTTONWOOD ACRES SUBDIVISION HAS BEEN SUBMITTED AND APPROVED BY THE PLANNING COMMISSION OF GOSHEN COUNTY IN ITS AUTHORIZED ADVISORY CAPACITY TO THE GOVERNING BODY AT THE REGULAR SCHEDULED MEETING ON THE 13th DAY OF SEPT. 1984.

ATTEST: *Melvin A. Eaton*
SECRETARY

BY: *R. E. Whit*
CHAIRMAN OF THE BOARD

county commissioners:

THE FOREGOING PLAT OF COTTONWOOD ACRES SUBDIVISION, GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 20th DAY OF SEPT. 1984.

ATTEST: *Frank Johnson*
COUNTY CLERK

BY: *Frank Johnson*
CHAIRMAN OF THE BOARD

county engineer:

THE PROPOSED GENERAL PLAN OF SUBDIVISION OF COTTONWOOD ACRES SUBDIVISION AS DEPICTED HEREON IS HEREBY APPROVED BY THE GOSHEN COUNTY ENGINEER.

WYOMING P.E.L.S. NO 3511

town of Torrington:

THE FOREGOING PLAT OF COTTONWOOD ACRES SUBDIVISION, GOSHEN COUNTY, WYOMING IS HEREBY APPROVED THIS 19th DAY OF SEPT. 1984.

ATTEST: *Blaine Rainey*
TOWN CLERK

BY: *Blaine Rainey*
MAYOR

CERTIFICATE of EXECUTION

ALL REQUIRED DOCUMENTS, PERMIT FEES, AND NOTICES HAVE BEEN DULY RECEIVED AND DISTRIBUTED BY THE OFFICE OF THE PLANNING DIRECTOR FOR GOSHEN COUNTY, WYOMING.

DATE: 20th 84

Melvin A. Eaton
PLANNING DIRECTOR

prepared by: 412 ENGINEERING and LAND SURVEYING
P.O. BOX 99 - TORRINGTON, WYOMING 82240

DATE of PREPARATION: 08AUG84

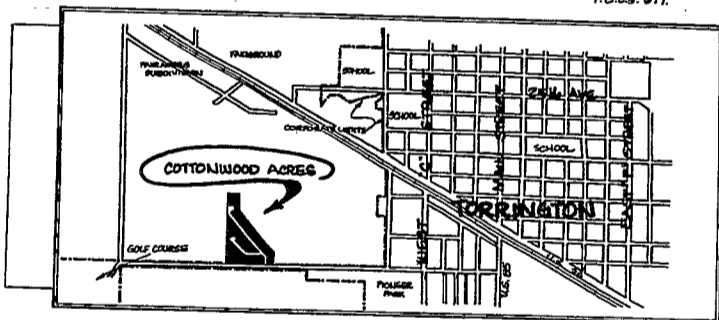
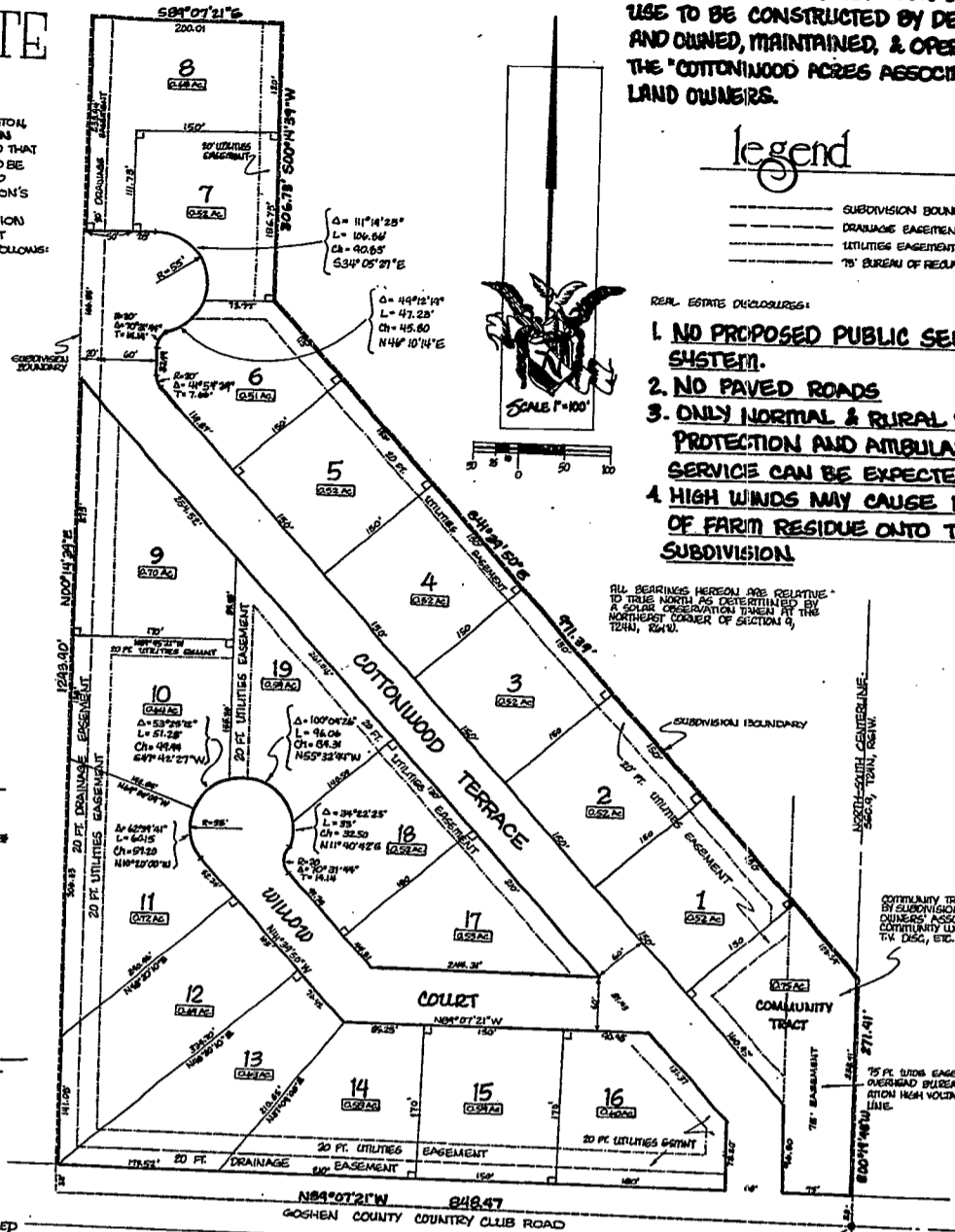
PUBLIC WATER SYSTEM FOR DOMESTIC USE TO BE CONSTRUCTED BY DEVELOPER AND OWNED, MAINTAINED, & OPERATED BY THE "COTTONWOOD ACRES ASSOCIATION" LAND OWNERS.

Legend

- SUBDIVISION BOUNDARY
- - - DRAINAGE EASEMENT-20 FT.
- UTILITIES EASEMENT-20 FT.
- 75' BUREAU OF RECLAMATION ESTATE

REAL ESTATE DISCLOSURE:

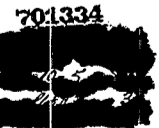
1. NO PROPOSED PUBLIC SEWAGE SYSTEM.
2. NO PAVED ROADS
3. ONLY NORMAL & RURAL FIRE PROTECTION AND AMBULANCE SERVICE CAN BE EXPECTED
4. HIGH WINDS MAY CAUSE BLOWING OF FARM RESIDUE ONTO THE SUBDIVISION.



vicinity map

map of COTTONWOOD ACRES SUBDIVISION

Part of the SE 1/4 SW 1/4 of Section 9, Township 24 North, Range 61 West, Goshen County, Wyoming



3:35 P.M.

BOOKED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input type="checkbox"/>
MICROFILMED	<input type="checkbox"/>
Goshen County	

701335

STATE OF WYOMING
COUNTY OF GOSHEN

DECLARATION OF PROTECTIVE COVENANTS
COTTONWOOD ACRES

FILED: 10-5, 19 84

BOOK 460 PAGE 174
Wendell E. Grapes, County Clerk

3:35 P.M.
e

KNOW ALL MEN BY THESE PRESENTS:

That CLYDE GARRETT and MARIE GARRETT, husband and wife, of Goshen County, Wyoming, being the owners of all of the lots and land in:

Tracts 1 through 19 and One Community Tract of Cottonwood Acres, a subdivision in Goshen County, Wyoming, according to the recorded plat thereof;

desiring to keep said lots available for primary use as a residential area in the future, do hereby covenant and agree that all of said lots owned by the Owners in the Cottonwood Acres are held subject to and with the benefits of all restrictions, additions, covenants, charges and agreements contained herein, and further covenant and agree that any subsequent grants of any of said Lots now owned by them shall be subject to the following covenants and restrictions, to-wit:

A. Said property shall be improved only by the erection of private dwellings or residences constructed of new materials, together with a garage which may be attached or detached from said dwelling; no old buildings, whether intended for use in whole or part as the main residential structure or for use as a garage or other buildings, shall be moved upon said premises. Each resident unit shall be occupied by a single family, the household guests or servants and employees. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding placed or erected on said real property shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary nature be used as a residence. Modular homes and precut homes may be placed or erected on said real property subject to prior written approval of the committee hereinafter provided for.

B. No dwellings or buildings shall be located on any residential plot nearer than thirty (30) feet to the front

line, nor nearer than twenty (20) feet to any side street line, nor nearer than five (5) feet from any side lot line, except that duplexes may be permitted if they comply with all legal rules and regulations and if they are first approved by the Committee of Cottonwood Estates as hereinafter provided.

C. No billboards, junkyards, accumulations of junk items, manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon or in connection with the real property above described. The land may be used for small vegetable gardens for the owner's use and no trash, dumps, junked cars or unlicensed vehicles shall be maintained upon the property. No noxious or offensive activity will be permitted to be done on said lands which is or might become a nuisance as determined by the Committee of Cottonwood Acres to the Owner or Owners of any of said lands.

D. No animals, birds, or fowl shall be kept or maintained on any part of the property, except dogs, cats, or pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Birds shall be confined in cages, and all dogs shall be strictly controlled at all times by their owners.

E. All pertinent structures, for the housing of animals allowed hereunder and pens therefore, shall be attractive and conform and harmonize with the external design of the dwelling upon the lot and existing structures in Cottonwood Acres.

F. No trees are to be planted nearer than fifteen (15) feet to any easement line. No trees or plantings or structures shall be allowed which would obstruct the view of vehicular traffic at any corner lot.

G. The and floor area of the main dwelling, exclusive of open porches and garages, shall not be less than 1200 square feet of habitable living space in the case of one-story buildings, or less than 700 square feet of habitable living space on the ground floor level in the case of multi-level structures. In the case of duplexes, if any, these figures shall be multiplied by at least 2. Owners may only use earth tone colors on their structures.

H. Easement is reserved, as shown by the recorded plat, on each lot for utility installation and maintenance.

I. Any and all structures may be placed or erected on said real property, only with the prior written approval of the Committee of Cottonwood Acres.

J. Garbage containers shall be covered or kept in a suitable enclosure which would prevent the containers from being knocked over or gotten into by any domestic animals.

K. The owner of each tract shall control the weeds and all noxious plants on his tracts, provided, however, that he shall not use poison harmful to humans or animals in the enjoyment of the occupancy of said property.

L. No hunting of, shooting at or harrassing of birds, animals or any other wildlife will be permitted.

M. The public health laws of the State of Wyoming shall be strictly adhered to by the occupants of the above described real property and violation of such laws shall be enforceable under the enforcement provisions hereinafter set forth.

N. Each building site owner must assume the burden of developing a sewer system for his own domestic use. Sewer systems shall be installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules established by the developer not inconsistent with the rules and regulations of the public agency.

O. The owners of two or more homes may join together in the installation and maintenance of the sewer supply facilities, for their joint use, so long as all applicable rules and regulations of any public agency are met, in addition to obtaining written approval by the developer.

P. There shall be no incineration or burning of garbage, trash or other waste or debris on any building lot. All such waste material, except that which may be cleanly and efficiently disposed of through the use of sanitary sewer systems shall be hauled for disposition to a designated area or shall be disposed of in such other manner may be designated by the Committee of Cottonwood Acres.

Q. No buildings for residential use shall exceed thirty-five (35) feet to the top line of the roof joist from average grade at side elevation.

R. Exterior construction of any structure on private building sites must be completed (including all finishing work) within twelve (12) months from the date of commencement of said construction.

S. No building shall be erected, or placed or altered on any building plot or lot in this subdivision until the building plan, specifications and plot plan showing the location of such building in relation to the boundary lines of said building plot or lot have been approved, in writing, as to conformity and harmony of external design with existing structures in the neighborhood, and as to location of the building, with respect to topography and compliance with these covenants by a committee composed of CLYDE GARRETT, MARIE GARRETT, TOM FEESER and SUSAN FEESER, which committee shall be hereinafter designed as Committee of Cottonwood Acres. In the event of the death, resignation or inability to act of any member of said Committee, the remaining member or members, shall have full authority to approve or disapprove

of such design or location. In the event of death, resignation or inability to act of two or more members of said Committee, the remaining member or members may select new committee members from among the owners of lots to succeed those to be replaced. In the event that said Committee fails to approve or disapprove such design or location within thirty days after the plans have been submitted to it, such approval shall not be required and this covenant shall be deemed to be fully complied with. The powers of this Committee shall continue for ten years and so long thereafter until discontinued by written instrument, executed by the owners of record of a majority of the lots of Cottonwood Acres, which instrument must appoint new members to act with the powers herein contained, which new members shall then constitute said Committee and exercise the powers herein contained.

T. If the parties hereto, their heirs or assigns shall violate or attempt to violate any covenants herein contained, it shall be lawful for any other person or persons owning real estate situated in Cottonwood Acres, to prosecute proceedings at law or equity against the person or persons violating or attempting to violate any of such covenants and to recover damages for such violation. In any action for the enforcement of these restrictions, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the action, including attorney's fees.

U. These covenants, restrictions and conditions shall run with the land and it shall be binding upon all parties and all persons claiming them until June 1, 1994, at which time these covenants shall be automatically extended for successive periods of (10) years each, unless by vote of a majority of the owners of the lots and parcels of Cottonwood Acres it is agreed to change said covenants in whole or in

part. Each owner shall be entitled to one vote for each lot owned and one-half vote for the owner of a portion of a divided lot, except in the case of duplexes where each one-half of the duplex is owned by a separate owner or owners, in which case the owner of each one-half interest shall be entitled to one vote.

V. Upon the formation for an Owner's Association as set forth below, the Owners shall convey to said Association the "Community Tract" designated on the recorded plat at no additional cost.

W. Invalidation of any of these covenants or parts thereof by a judgment or court order shall in no way affect any of the other provisions of these covenants which shall continue to remain in full force and effect.

OWNER'S ASSOCIATION

After Owners have sold three tracts of land, there shall be formed an Owner's Association for the purpose of developing and operating the subdivision. All owners of real property in the subdivision shall be members of such owner's Association and shall be governed by its agreements. The Association shall have the authority to make charges and assessments to the members as are reasonably necessary to carry out its functions and duties. Each individual owner, unless otherwise provided in the Association Agreement, has equal voice in the operation of the subdivision. The Association shall have the power to levy assessments, which assessments shall be in two classes: Capital Assessments, and Operating Assessments.

Such assessments may be levied by the Board of Governors of the Association against any parts of real property in the subdivision. Assessments shall be billed on a monthly basis and notice of the same shall be communicated to each property owner on or before the first day of each month. All assessments

shall become due three days after the date of mailing. The Association has the authority to impose reasonable charges for interest and penalties for overdue payments. Unpaid assessments, upon notice thereof being duly filed of record, shall be a lien against the parcel of real property against which the unpaid assessment was paid. Such a lien may be foreclosed upon in a like manner as mortgage on real property, with foreclosure proceedings, and may include the additional cost of court costs and reasonable attorney fees.

The Owner's Association shall have the authority and obligation to maintain the Community Water system, roads, paving, and parks or other public utilities which may be designated in its agreement and any other future improvements.

IN WITNESS WHEREOF, the undersigned owners of Cottonwood Acres do hereby cause this instrument to be executed this _____ day of May, 1984.

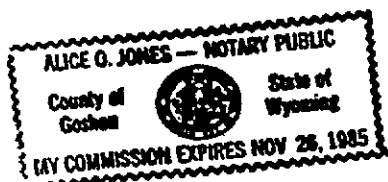
Clyde A. Garrett
CLYDE GARRETT

Marie E. Garrett
MARIE GARRETT

STATE OF WYOMING)
) SS
COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by CLYDE GARRETT and MARIE GARRETT, husband and wife, this 5th day of ^{October}~~May~~, 1984.

Witness my hand and official seal.



Alice O. Jones
Notary Public

My Commission Expires:

COOKED
 INDEXED
 ABSTRACTED
 MICROFILMED
 Goshen County

705567
 STATE OF WYOMING
 COUNTY OF GOSHEN

AMENDMENT TO PROTECTIVE COVENANTS

FILED 3-27, 1985
 BOOK 464 PAGE 469
 Wendell E. Grapes, County Clerk

2:55
 8

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, constituting the owners of all of the lots and land in:

Tracts 1 through 19 and One Community Tract of Cottonwood Acres, a subdivision in Goshen County, Wyoming, according to the recorded plat thereof;

desire to amend the Declaration of Protective Covenants, dated the 5th day of October, 1984, and recorded in Book 460 at Page 174 of the Goshen County Records, by deleting the last sentence of paragraph A of said Protective Covenants which provides that:

"Modular homes and precut homes may be placed or erected on said real property subject to prior written approval of the committee hereinafter provided for."

and inserting in its place the following:

"No modular homes may be placed or erected on said real property."

IN WITNESS WHEREOF, the undersigned owners of "Cottonwood Acres", declaring this Amendment to run with the land to which it applies, do hereby cause this instrument to be executed this 20th day of March, 1985.

Clyde Garrett
 Clyde Garrett
Marie E. Garrett
 Marie Garrett

STATE OF WYOMING)
) SS
 COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by Clyde Garrett and Marie Garrett this 20th day of March, 1985.

Witness my hand and official seal.

Michael E. Warren
 Notary Public

My Commission Expires:

Michael E. Warren Notary Public
 County of Goshen State of Wyoming
 My Commission Expires Aug. 5, 1986