

SURVEYOR'S CERTIFICATE

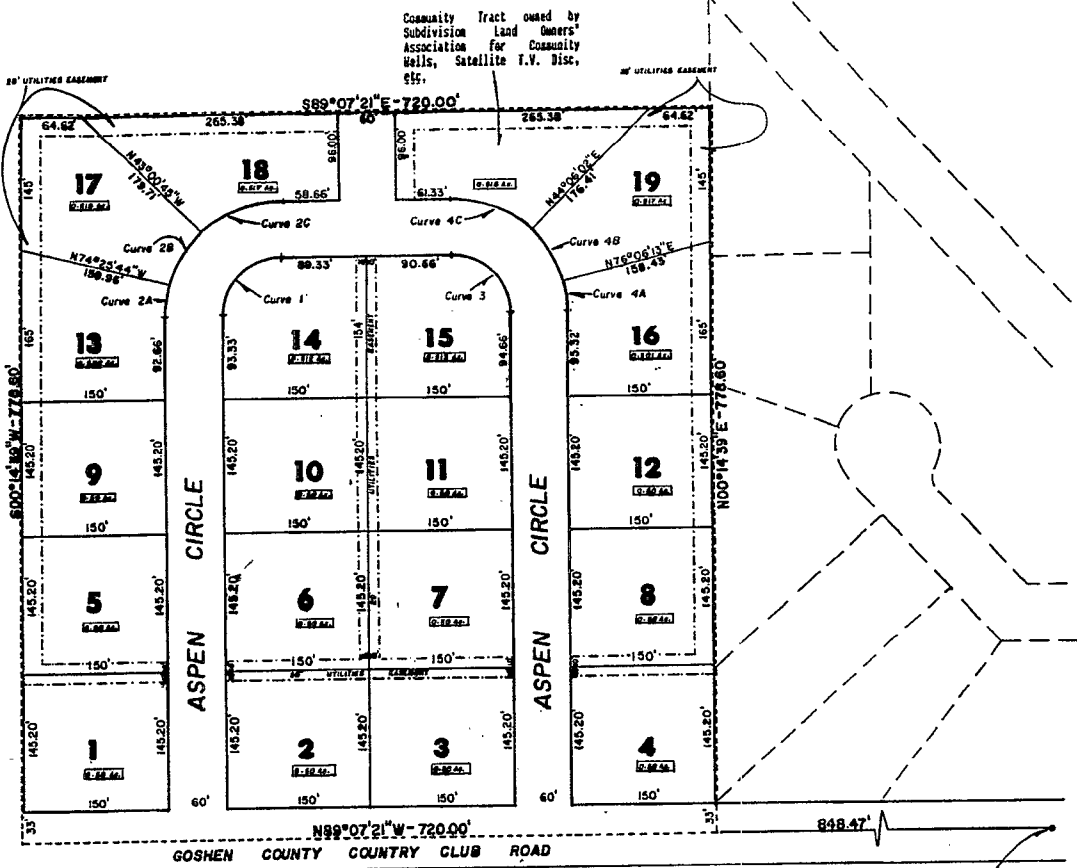
STATE OF WYOMING)
COUNTY OF GOSHEN)

I, Robert W. Taylor, of Eastern Wyoming Engineering and Surveying Professionals of Torrington, Wyoming, do hereby certify that this plat of COTTONWOOD ACRES SUBDIVISION PHASE II was made from notes taken during an actual field survey on September 15, 1988, and that it correctly shows the lots, roads, and easements shown hereon which are to be monumented on the ground with 1/2" iron rebars with aluminum caps marked P.L.S. #3891 as shown hereon within sixty days 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 S1/2 SW1/4 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 a point which is located on the South Boundary of the SW1/4 of said Section 9, a distance of 848.47' - N89°07'21"W from the South Quarter Corner of Section 9, with said South Quarter Corner of Section 9 being monumented with a brass cap marked P.L.S. #677 driven flush with the asphalt on the Goshen County Country Club Road; Thence N89°07'21"W (with all bearings in this description being astronomically based on a solar observation taken at the Northwest corner of Section 9) along the South boundary of the SW1/4 of Section 9, a distance of 720.00 feet; Thence N00°14'39"E parallel to the West boundary of SW1/4 of Section 9, a distance of 778.60 feet; Thence S89°07'21"E along a line which is parallel with the South boundary of the SW1/4 of Section 9, a distance of 720.00 feet; Thence S00°14'39"W along a line which is parallel with the West boundary of the SW1/4 of Section 9 and along the West boundary of Cottonwood Acres Subdivision, a distance of 778.6 feet to the point of beginning.

The above described parcel contains 12.869 acres more or less and includes R-0-W easement along the South boundary for the Goshen County Country Club Road.

Robert W. Taylor
Professional Land Surveyor
3891
11-8-88
WYOMING



All bearings on this map are astronomically based on a solar observation taken at the Northeast Corner of Section 9, T24N, R61W and are made relative thereto by plane surveying methods.

Quarter corner corner to Section 9 1/4 of T24N, R61W, monumented with a well marked brass cap on 1/2-inch Galv. iron pipe driven flush with asphalt marked 'K & H Engineering P.L.S. #77.'

DEDICATION

Known all men by these presents that Clyde Garrett and Marie Garrett are owners in fee simple of the lands embraced on the plat and in the above description of the COTTONWOOD ACRES SUBDIVISION PHASE II and do hereby declare the subdivision to be their free act and deed, and dedicate to the use of the public the easements and the roads shown hereon, and dedicate to the use of the "Cottonwood Acres Association" landowners the use of the community tract as shown hereon.

Clyde A. Garrett *Marie E. Garrett*
Clyde Garrett Marie Garrett

ACKNOWLEDGEMENT

STATE OF WYOMING) ss
COUNTY OF GOSHEN)

The foregoing dedication for COTTONWOOD ACRES SUBDIVISION PHASE II was acknowledged before me by Clyde Garrett and Marie Garrett on this 15th day of November, 1988.

In witness whereof, I have hereunto set my hand and affix the seal of my office the day and year herein written above.

SEAL: *M. L. Babbitt*
Notary Public

My Commission expires on December 8, 1990

APPROVAL

planning commission:

This plat of COTTONWOOD ACRES SUBDIVISION PHASE II 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 11th day of Oct, 1988.

Attest: *Melvin A. Eaton* Secretary By: *Ray E. Welch* Chairman of the Board

county commissioners:

The foregoing plat of COTTONWOOD ACRES SUBDIVISION PHASE II, Goshen County, Wyoming, is hereby approved this 11th day of August, 1988.

Attest: *James E. Johnson* County Clerk By: *M. L. Babbitt* Chairman of the Board

town of Torrington:

The foregoing plat of COTTONWOOD ACRES SUBDIVISION PHASE II, Goshen County, Wyoming is hereby approved this 15th day of Nov, 1988.

Attest: *Jack Mitchell* Mayor

county engineer:

The proposed general plan of subdivision of COTTONWOOD ACRES SUBDIVISION PHASE II as depicted hereon is hereby approved by the Goshen County Engineer.

Goshen County Engineer

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.

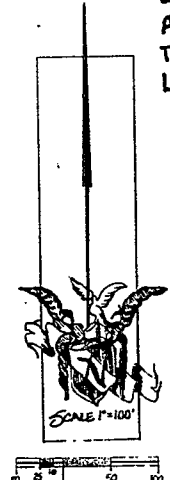
Date: 2 Nov 1988 By: *Melvin A. Eaton* Planning Director



CURVE DATA

Curve #1	Curve #2A	Curve #2B	Curve #2C
R= 40.00'	R= 120.00'	R= 120.00'	R= 120.00'
Δ= 50°38'	Δ= 15°19'46"	Δ= 31°25'04"	Δ= 43°53'28"
T= 40.67'	T= 16.15'	T= 33.75'	T= 49.35'
L= 94.25'	L= 32.11'	L= 65.80'	L= 91.92'
CH= 85.32'	CH= 32.01'	CH= 64.98'	CH= 89.69'
	BRG. CH= S07°54'32"W	BRG. CH= S31°16'43"W	BRG. CH= S68°55'59"W

Curve #3	Curve #4A	Curve #4B	Curve #4C
R= 40.00'	R= 120.00'	R= 120.00'	R= 120.00'
Δ= 89°22'00"	Δ= 14°08'25"	Δ= 32°00'30"	Δ= 43°13'14"
T= 59.34'	T= 14.88'	T= 34.42'	T= 47.54'
L= 93.58'	L= 29.62'	L= 67.04'	L= 90.52'
CH= 84.38'	CH= 29.54'	CH= 66.17'	CH= 88.39'
	BRG. CH= N06°49'33"W	BRG. CH= N29°53'43"W	BRG. CH= N67°30'44"W



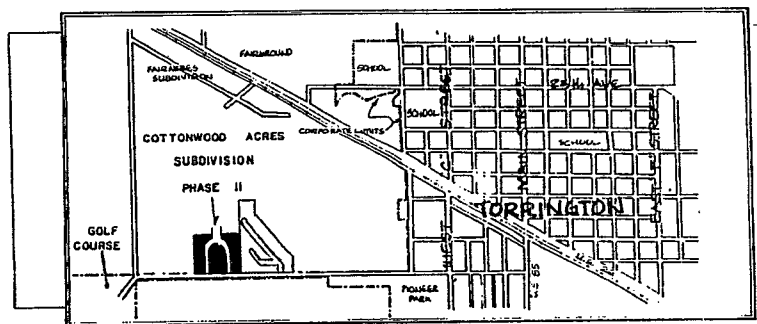
PUBLIC WATER SYSTEM FOR DOMESTIC USE TO BE CONSTRUCTED BY DEVELOPERS AND OWNED, MAINTAINED, & OPERATED BY THE "COTTONWOOD ACRES ASSOCIATION" LAND OWNERS.

Legend

- SUBDIVISION BOUNDARY
- UTILITIES EASEMENT - 20 FT

REAL ESTATE DISCLOSURES:

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 PHASE II

740983

PLAT 2 - PAGE 31

STATE OF WYOMING
COUNTY OF GOSHEN
RECORDS
AT
BOOK 27
PAGE 27

Part of the S 1/2 SW 1/4 of Section 9,
Township 24 North, Range 61 West,
Goshen County, Wyoming

EASTERN WYOMING ENGINEERING & SURVEYING PROFESSIONALS
P.O. Box 99 2510 West C St 307-532-3811
Torrington, Wyoming 82240

DECLARATION OF PROTECTIVE COVENANTS
COTTONWOOD ACRES PHASE II

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 Phase II, 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 Phase II 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. No modular homes may be placed
or erected on said real property.

741147

COPIED
INDEXED
ABSTRACTED
MICROFILMED
Goshen County

STATE OF WYOMING }
COUNTY OF GOSHEN } ss
RECORDED 8-18 1989
AT 3:30 O'CLOCK P.M.
BOOK 498 PAGE 464
WENDELL E. GRAVES
COUNTY CLERK

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 Acres Phase II 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 Phase II 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 Phase II.

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 ground 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 Phase II.

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 Phase II.

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 Phase II. 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 Phase II, 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 Phase II, 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 Phase II 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 Phase II do hereby cause this instrument to be executed this 20th day of June, 1988.

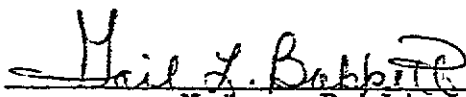

CLYDE GARRETT


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 20th day of June, 1988.

Witness my hand and official seal.


Notary Public

My Commission Expires:

