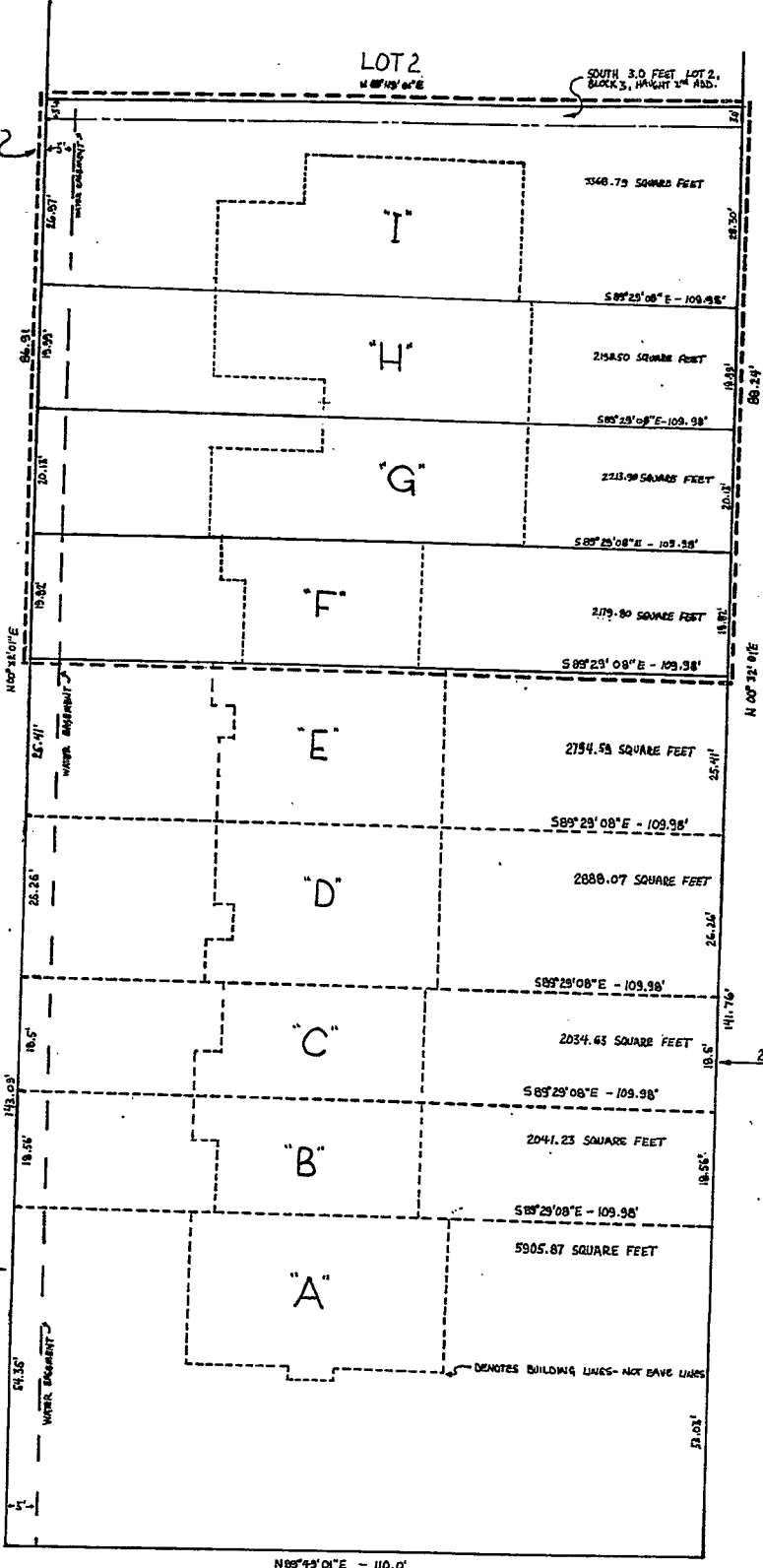


EAST "L" STREET

BOUNDARY OF PHASE TWO(2)



ALLEY

EAST 18TH AVENUE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT HAUGHT CONSTRUCTION INC., A DULY ORGANIZED WYOMING CORPORATION, AND H.D. SHELLENBERGER OWNERS IN FEE SIMPLE OF THE LANDS EMBRACED ON THIS PLAT AND DESCRIPTION OF EASTFIELD TOWNHOUSES-PHASE 2 DO HEREBY DECLARE THE ABOVE OR FOREGOING SUBDIVISION OF LOT ONE(2) AND TWO(2), BLOCK HAUGHT 2ND ADDITION, IN THE TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING, AS APPEARS ON THIS PLAT, TO BE THEIR FREE ACT AND DEED, AND IN ACCORDANCE WITH THEIR DESIRES, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE FIVE (5) FOOT WATER UTILITY EASEMENT AS SHOWN HEREON, AND BY ACTION OF HAUGHT CONSTRUCTION INC. AND H.D. SHELLENBERGER AUTHORIZE THE EXECUTION OF THIS DEDICATION.

HAUGHT CONSTRUCTION, INC.

David D. Haught
DAVID D. HAUGHT, PRESIDENT

ATTEST: *Cynthia K. Haught*
CYNTHIA K. HAUGHT, SECRETARY

AND *H.D. Shellenberger*
H.D. SHELLENBERGER



ACKNOWLEDGEMENT

STATE OF WYOMING) SS
COUNTY OF GOSHEN) SS

THE FOREGOING DEDICATION FOR EASTFIELD TOWNHOUSES-PHASE 2 WAS ACKNOWLEDGED BEFORE ME DAVID D. HAUGHT, CYNTHIA K. HAUGHT, AND H.D. SHELLENBERGER ON THIS 27TH DAY OF August, 19 85.

IN WITNESS WHEREOF, I HAVE HEREOFTO SET MY HAND AND AFFIX THE SEAL OF MY OFFICE THE DAY AND YEAR HEREIN WRITTEN ABOVE.

Susan E. Hoff
NOTARY PUBLIC

MY COMMISSION EXPIRES ON March 22, 1987

APPROVAL - TOWN OF TORRINGTON

THE FOREGOING PLAT OF EASTFIELD TOWNHOUSES-PHASE 2 TO THE TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING IS HEREBY APPROVED THIS 31ST DAY OF September, 19 85.

TOWN OF TORRINGTON
BY: *J.P. Norman*
MAYOR

ATTEST: *Oliver R. Casada*
CITY CLERK

APPROVAL - PLANNING COMMISSION

THE FORE GOING PLAT OF EASTFIELD TOWNHOUSES-PHASE 2 HAS BEEN SUBMITTED AND APPROVED BY THE PLANNING COMMISSION ON THIS 27TH DAY OF August, 19 85.

PLANNING COMMISSION
J.P. Norman
MAYOR

Oliver R. Casada
TOWN CLERK

SURVEYOR'S CERTIFICATE

STATE OF WYOMING) SS
COUNTY OF GOSHEN) SS

I, ROBERT W. TAYLOR, A PROFESSIONAL LAND SURVEYOR DULY LICENSED IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF EASTFIELD TOWNHOUSES-PHASE 2 WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY MADE ON AUGUST 13, 1986, AND THAT IT CORRECTLY REPRESENTS THE LOTS AND FIVE (5) FOOT WATER UTILITY EASEMENT MARKED AS SHOWN ABOVE BY 1/2" X 2" RE-BARS WITH ALUMINUM CAPS MARKED P.L.S.3891, AND THAT THE LANDS EMBRACED IN THIS SUBDIVISION ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1, BLOCKS, HAUGHT 2ND ADDITION, TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER LOT 1, BLOCKS, HAUGHT 2ND ADDITION; THENCE S00°32'01"W ALONG THE WEST BOUNDARY OF SAID LOT 1 (WITH ALL BEARINGS IN THIS DESCRIPTION BEING GIVEN ON THE PLAT OF HAUGHT 2ND ADDITION AS DULY RECORDED AT THE GOSHEN COUNTY COURTHOUSE), A DISTANCE OF 86.91 FEET; THENCE S89°29'08"E ALONG THE NORTH BOUNDARY OF LOTS OF EASTFIELD TOWNHOUSES, A DISTANCE OF 109.98 FEET TO THE EAST BOUNDARY OF SAID LOT 1; THENCE N00°32'01"E ALONG THE EAST BOUNDARY OF SAID LOT 1, A DISTANCE OF 89.24 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S96°49'01"W ALONG THE NORTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 110.0 FEET TO THE POINT OF BEGINNING WITH SAID TRACT CONTAINING 0.22 ACRES, MORE OR LESS.

AND
THE SOUTH 30' FEET OF LOT TWO (2), BLOCK THREE(3), HAUGHT 2ND ADDITION

Robert W. Taylor
ROBERT W. TAYLOR
WYOMING P.L.S. NO. 3881



map of
PHASE 2
EASTFIELD TOWNHOUSES

TOWNHOUSE LOTS F, G, H, AND I
A SUBDIVISION OF PART OF
LOT ONE & TWO, BLOCK THREE, HAUGHT 2ND ADDITION
TORRINGTON, GOSHEN COUNTY, WYOMING

709985

STATE OF WYOMING
COUNTY OF GOSHEN
FILED 9-28-85
BOOK 161-16
PAGE 16
9:40 A.M.

BOOKED
INDEXED
ABSTRACTED
MICROFILMED
Goshen County

PREPARED BY: *4/2 ENGINEERING & LAND SURVEYING*
2510 WEST C
P.O. BOX 99
TORRINGTON, WY 82240

216

DECLARATION OF RESTRICTIVE COVENANTS
EASTFIELD TOWNHOUSE ASSOCIATION

This Declaration of Restrictive Covenants is made and entered into on December 3, 1985, by the undersigned, herein called DECLARANTS.

1. Declarants are all the owners of the following described real property: Phase 2, Eastfield Townhouses Lots F, G, H and I, a Subdivision of part of Lot 1, Block 3, Haught 2nd Addition, Torrington, Goshen County, Wyoming.

2. Declarants previously recorded a Declaration of Restrictive Covenants and a Supplemental Declaration of Restrictive Covenants for application toward Phase 1 of Eastfield Townhouses. Copies of such covenants are attached hereto.

3. Declarants hereby declare and adopt the attached covenants for application to the above described property, in consideration of their mutual interest in said property.

Dated December 3, 1985.

EASTFIELD VILLAGE DEVELOPERS,
A Partnership
by [Signature]
H. D. Shellenberger, Partner

HAUGHT CONSTRUCTION, INC.,
Partner
by [Signature]
David D. Haught, President



ATTEST:
[Signature]
Cynthia R. Haught, Secretary

STATE OF WYOMING)
) SS
COUNTY OF GOSHEN)

On this 3rd day of December, 1985, before me personally appeared H. D. Shellenberger and David D. Haught as president of Haught Construction, Inc., to me personally known, who,

being by me first duly sworn, did say that they were the partners of Eastfield Developers, and that they had full authority to execute the foregoing document as the act of such partnership. David D. Haught further represented that the seal affixed to the foregoing instrument is the corporate seal of Haught Construction, Inc., and that the foregoing was signed and sealed on behalf of said corporation by authority of its Board of Directors and David D. Haught acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 3rd day of December, 1985.

David D. Haught

Notary Public

My Commission Expires:



SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS

Eastfield Townhouse Association

This supplemental declaration of restrictive covenants is made and entered into on January 17, 1985, by Eastfield Village Developers, a Partnership, which is owner of all of the following described property:

Lots A, B, C, D and E, Eastfield Townhouses-Phase 1, Torrington, Goshen County, Wyoming, according to the plat recorded January 14, 1985, in plat book 11, page 9, Goshen County Records.

A prior declaration of restrictive covenants for the same property was made January 14, 1985. This supplemental declaration is in addition to such earlier declaration, and all the terms and conditions of the January 14, 1985 declaration are incorporated herein.

1. Each townhouse unit shall be subject to easements under and/or through all other units for drainage or utility facilities in the presently existing locations of such facilities. Each townhouse unit benefiting from a drainage or utility facility passing through or under another townhouse unit shall have an easement under such townhouse unit so burdened for installation, maintenance, removal and repair of said facility together with a right of access thereto for the purposes aforesaid. Within these easement areas, no action may be taken which may damage or interfere with installation and maintenance of utilities or which may damage or interfere with, or change the direction of flow of, drainage facilities in the easements. Provided, however, the holders of the easements above described shall see that all reasonable care and caution is exercised when performing any work within utility or drainage facility easements passing under another townhouse unit and shall restore said easement area, as nearly as practically possible, to the same condition said area was in prior to commencement of said work.

703812

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

-1-

STATE OF WYOMING
COUNTY OF GOSHEN

FILED 1-18, 1985

BOOK 463 PAGE 113
Wendell E. Grapes, County Clerk

3:15 P.M.

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2. The easement area of each lot and all improvements shall be continuously maintained by the owner of such lot for easements in open areas exterior to constructed buildings, and those easements underlying one townhouse unit and benefiting another shall be maintained by the owner of the townhouse unit so benefited, this duty to encompass only that area beneath the townhouse unit so burdened. The foregoing duties of maintenance shall not apply to improvements for maintenance of which a public authority or utility company is responsible.

3. Each townhouse unit owner shall be responsible for the upkeep and maintenance of the roof over their particular unit and shall keep the same insured for loss from foreseeable causes. In the event of loss or damages to said entire roof necessitating replacement, such replacement shall be of materials agreed to by all townhouse unit owners and shall be the same in design, quality and color. In the event the unit owners cannot agree on a replacement roof, declarant or its successors shall make the roofing decision which will be binding on all unit owners. Repairs performed on any townhouse unit roof where total replacement is not necessary shall be done in conformity with the then existing roofing in place.

4. Each owner of a townhouse unit shall own in fee simple the land upon which his unit is located according to the recorded plat together with all improvements thereon, excepting pipes, wires, conduits or other utility lines or drainage facilities running under or through the townhouse unit and utilized for or serving more than one townhouse unit. Such owner shall also be deemed to own that portion of walls common to owner's townhouse unit and an adjacent townhouse unit which is contained in owner's unit, the same to be deemed to be the inner decorated or finished surfaces together with the framework of studs supporting the same inasmuch as each common wall contains such framework and covering for each townhouse unit.

If any portion of a common wall of a townhouse unit, as discussed in the preceding paragraph, encroaches on another townhouse unit, a valid easement for the encroachment and for the maintenance of the same so long as it stands shall exist. In the event a townhouse unit is partially or totally destroyed and then rebuilt, minor encroachment of parts of common walls due to construction shall be permitted and such common walls shall be allowed to be placed in the same location as they were prior to destruction and valid easements for such encroachments and the maintenance thereof shall exist.

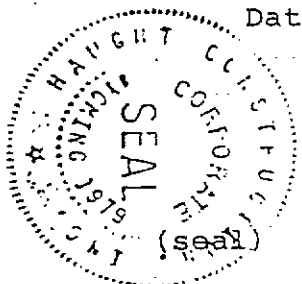
In the event the need for maintenance or repair occurs in any townhouse unit and is attributable to the wilful and negligent act of the owner of another townhouse unit, his family, guests or invitees, the cost of such maintenance or repairs shall be paid by such offending owner.

Dated January 17, 1985.

Eastfield Village Developers,
a Partnership

By [Signature]
H. D. Shellenberger,
Partner

[Signature]
Haught Construction, Inc.,
Partner, by David D. Haught,
President



Attest:

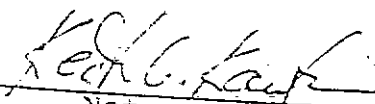
[Signature]
Secretary

STATE OF WYOMING)
) SS
COUNTY OF GOSHEN)

On this 17th day of January, 1985, before me personally appeared H. D. Shellenberger and David D. Haught as president of Haught Construction, Inc., to me personally known, who, being by me first duly sworn, did say that they were the partners of Eastfield Developers, and that they had full authority to execute the foregoing document as the act of such partnership. David D. Haught further represented that the

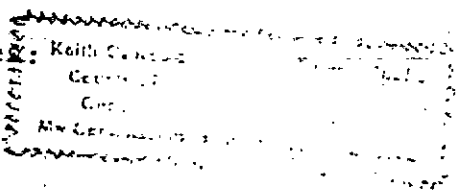
seal affixed to the foregoing instrument is the corporate seal of Haught Construction, Inc., and that the foregoing was signed and sealed on behalf of said corporation by authority of its board of directors and David D. Haught acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 17th day of January, 1985.



Notary Public

My Commission Expires:


Keith Carter
Notary Public
Carter

703669

STATE OF WYOMING
COUNTY OF GOSHEN

DECLARATION OF RESTRICTIVE COVENANTS

FILED: 1/11/85

BOOK: 227 PAGE: 6
Wendell E. Grapen, County Clerk

This Declaration of Restrictive Covenants is made and entered in Goshen County, Wyoming, on January 11, 1985, by EASTFIELD TOWNHOUSES, INC., herein called DECLARANTS.

RECITATIONS. Declarants are all the owners of the following described real property: Phase 1, Eastfield A Subdivision of Part of Lot 1, Block 3, Brought 2nd Addition, Torrington, Goshen County, Wyoming.

SEARCHED INDEXED
ABSTRACTED MICROFILMED
Goshen County

Declarants desire to maintain the nature of Eastfield Townhouses along with fair and adequate property values in Eastfield Townhouses and therefore declare and adopt the following covenants and restrictions in consideration of their mutual interest in the above described property.

The purpose of these restrictions 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, and thereby to secure to each present and future owner the full benefit and enjoyment of his property.

Declarants hereby publish and declare that all of the property described above is held and shall be held, conveyed, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed run with the above described real estate, and which bind and benefit Declarants, their successors and any person acquiring or owning an interest in the above described real property, their grantees, successors, heirs, representatives, beneficiaries and assigns.

General Covenants

- (a) Each townhouse shall be used as a residence for a single family and for no other purpose.
- (b) No business of any kind shall be conducted in or from a townhouse nor any of the above-described real property.
- (c) No noxious or offensive activities shall be carried on in or on any townhouse.
- (d) All garbage, trash, and refuse shall be kept in covered containers.
- (e) No sign of any kind shall be displayed to public view on any townhouse sight without the prior written consent of the townhouse association, referred to below, except customary name and address signs and lawn signs advertizing a property for sale or rent.
- (f) No animals, livestock or poultry of any kind shall be raised, breed, or kept on any townhouse sight. However, dogs, cats, and other household pets may be kept subject to such rules and regulations as may be adopted by the townhouse association.
- (g) No out building, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence.
- (h) Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Further, each owner shall, at his sole cost and expense, maintain and keep his yard and townhouse lot in a good and reasonable condition and style, compatible with the condition and style of other yards and lots in the townhouse development.
- (i) No building or improvement shall be erected, placed, altered, or modified in any manner until the building plans, specifications, and particulars of such project have been approved in writing as to conformity and harmony of external design with existing structures in the neighborhood, and as to compliance with these covenants, by the board of directors of Eastfield Townhouses. In the event that said board fails to approve or disapprove such plans within 30 days after the plans have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.
- (j) If all or any portion of a townhouse is damaged by casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuilt, repair, or reconstruct such townhouse in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty.

Covenants Relating to [redacted] Townhouse Association

Each and every owner of the above described property, in accepting a deed or contract for any part of the property, agrees to and shall become a member of and be subject to the obligations and duly enacted by-laws and rules of the [redacted] Townhouse Association. Such Association shall have the right and responsibility of enforcing these covenants, and to approve proposed construction, modification or alteration. The right to enforce these covenants shall be cumulative, and not in substitution for, the right of way of any individual to enforce these covenants.

1. Each of the townhouse owners in [redacted] townhouse shall be a member of the [redacted] townhouse association.
2. The association shall have perpetual existence. Whenever any member ceases to own property in the development, his membership shall cease. However, he shall be replaced by the new owner of such property.
3. Each townhouse shall be entitled to one vote only regardless of the number of owners of such townhouse.
4. The affairs of the association shall be managed by a board of three directors. Directors shall be elected by the members of the association, annually. Each director shall be an owner of property within the development. The names of the first members of the board of directors are: [redacted], [redacted], [redacted].
5. The board of directors shall have the powers and duties necessary for the administration of the association's affairs, and may do all such acts and things as are necessary for the functioning of the association, including, but not limited to, the power to contract for labor and materials, to recommend and levy assessments at annual or special meetings, to collect assessments, to bring suit, and to file notices of lien. Two members of the board shall constitute a quorum, and board decisions shall be made by a 2/3 majority vote, except for the levy of assessments which requires unanimous board approval.
6. Annual meetings of the association and the board of directors shall be held on March 21st. Other meetings of the board of directors may be held as necessary, upon providing five days written notice of such meeting to all members of the association.

III

Enforcement

If the parties hereto, or any of them, or their heirs or assigns, or any future owner of property in the development, shall violate and attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any of the above-described real estate, or for the Townhouse Association, to prosecute proceedings at law or equity against the person or persons violating or attempting to violate any of such covenants and to obtain injunctive, relief, damages, or any other available remedy.

IV

Duration

The covenants run with the land and shall be binding for a period of 20 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 all of the then owners of the above-described property has been recorded, agreeing to change said covenants. These covenants may be modified only by unanimous consent of the owners of the above-described property.

Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

Covenants executed by H. D. Shellenberger and Haught Construction, Inc., partners in EASTFIELD VILLAGE DEVELOPERS, a partnership, owners in fee simple of all lots or units contained within the subdivision duly recorded and platted as EASTFIELD TOWNHOME, Torrington, Wyoming, a subdivision of part of Lot One, Block Three, City of 2nd Addition, Torrington, Goshen County, Wyoming.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Torrington, Wyoming, this 14th day of January, 1983.

[Signature]
 Cynthia K. Haught, Secretary

EASTFIELD VILLAGE DEVELOPERS, a partnership

BY *[Signature]*
 H. D. SHELLENBERGER, partner

BY HAUGHT CONSTRUCTION, INC. partner
[Signature]
 DAVID D. HAUGHT, President

State of Wyoming)
 County of Goshen)SS

The foregoing instrument was acknowledged before me by H. D. SHELLENBERGER and DAVID D. HAUGHT, President of Haught Construction, Inc., as partners of Eastfield Village Developers, a partnership this 14th day of January, 1983.

Doano M. Mitchell	Notary Public
County of Goshen	State of Wyoming
My Commission Expires:	Aug. 17, 1985

[Signature]
 Notary Public

My Commission Expires: August 17, 1985