

**LOTS 1 THROUGH 6, BLOCK 1, LOTS 1 THROUGH 13, BLOCK 2,
LOTS 1 THROUGH 9 AND LOT 21, BLOCK 3,
LOT 1, BLOCK 4 and LOT 1, BLOCK 5,
GRANDVIEW ADDITION**

An Addition to the City of Torrington, Goshen County, Wyoming.

A tract of land situated in the Northwest Quarter of the Southwest Quarter of Section 11, Township 24 North, Range 61 West of the 6th P.M., Goshen County, Wyoming.

SURVEYOR'S CERTIFICATE

I, M. C. Schaff, a Wyoming Registered Land Surveyor, hereby certify that I have surveyed and prepared a plat of Lots 1 through 6, Block 1, Lots 1 through 13, Block 2, Lot 1, Block 3, Lot 1, Block 4 and Lot 1, Block 5, Grandview Addition, an Addition to the City of Torrington, Goshen County, Wyoming, situated in the Northwest Quarter of the Southwest Quarter of Section 11, Township 24 North, Range 61 West of the 6th P.M., Goshen County, Wyoming, more particularly described as follows:

Beginning at the point of intersection of the East line of the Northwest Quarter of the Southwest Quarter of Section 11 and the North Right of Way line of 20th Avenue, as platted, thence westerly on the North Right of Way line of 20th Avenue, on an assumed bearing of S 89°49'45"E, a distance of 1249.61 feet, to the point of intersection with the northeasterly line of a tract of land owned by the City of Torrington, and recorded in Deed Book 368, Page 409, thence bearing N 41°29'52"W, on said northeasterly line of said referenced tract, a distance of 174.29 feet, to the point of intersection with the West line of the Northwest Quarter of the Southwest Quarter of Section 11, a distance of 664.42 feet, thence bearing N 89°49'45"E, a distance of 143.91 feet, thence bearing N 00°10'15"W, a distance of 4.97 feet, thence bearing N 89°49'45"E, a distance of 458.85 feet, to the point of curvature of a curve to the right, said curve having a central angle of 57°14'50", a radius of 40.00 feet, a chord bearing of S 61°32'50"E, and a chord length of 39.32 feet, thence southeasterly on the arc of said curve, a distance of 39.97 feet, to the point of tangency, thence bearing S 32°55'25"E, a distance of 632.20 feet, to the point of curvature of a curve to the right, said curve having a central angle of 32°45'10", a radius of 40.00 feet, a chord bearing of S 10°24'50"E, and a chord length of 22.56 feet, thence southeasterly on the arc of said curve, a distance of 22.87 feet, to the point of tangency, thence bearing S 00°10'15"E, a distance of 30.00 feet, thence bearing N 89°49'45"E, a distance of 140.00 feet, thence bearing S 00°10'15"E, a distance of 108.31 feet, thence bearing N 89°49'45"E, a distance of 221.87 feet, to the point of intersection with the East line of the Northwest Quarter of the Southwest Quarter of Section 11, thence bearing S 00°20'35"W, on the East line of the Northwest Quarter of the Southwest Quarter of Section 11, a distance of 90.00 feet, to the POINT OF BEGINNING, containing an area of 16.63 feet, more or less.

That the accompanying plat is a true delineation of such survey drawn to a scale of 100 feet to the inch. That all dimensions are in feet and decimals, that each lot and block has its own number. That the boundary of the plat is shown with a heavy solid line with dashed lines being for orientation purposes only. That all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL this 20th day of April, 1998.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.



OWNER'S STATEMENT

We, the undersigned, being the owners of a tract of land situated in the Northwest Quarter of the Southwest Quarter of Section 11, Township 24 North, Range 61 West of the 6th P.M., Goshen County, Wyoming, as described in the foregoing "Surveyor's Certificate" and shown on the accompanying plat have caused such real estate to be platted as LOTS 1 THROUGH 6, BLOCK 1, LOTS 1 THROUGH 13, BLOCK 2, LOTS 1 THROUGH 9 AND LOT 21, BLOCK 3, LOT 1, BLOCK 4, and LOT 1, BLOCK 5, GRANDVIEW ADDITION, an Addition to the City of Torrington, Goshen County, Wyoming.

That the foregoing plat is made with the free consent and in accordance with the desires of the undersigned owners. We hereby dedicate the street right of ways, alleys and utility easements to the use and benefit of the public.

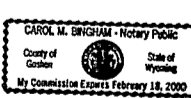
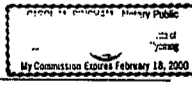
Dated this 9 day of June, 1998.

JIRDON-WYOMING, LTD
By: Clarke Beede
Clarke Beede, General Partner

ACKNOWLEDGEMENT

STATE OF WYOMING)
COUNTY OF GOSHEN)
Before me, a Notary Public, qualified and acting in said County, personally came Clarke Beede, General Partner, Jirdon-Wyoming, LTD, to me known to be the identical person whose signature is affixed to the foregoing "Owner's Statement" and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of Jirdon-Wyoming, LTD.

WITNESS MY HAND AND NOTARIAL SEAL this 9 day of June, 1998.



APPROVAL

The foregoing plat of LOTS 1 THROUGH 6, BLOCK 1, LOTS 1 THROUGH 13, BLOCK 2, LOTS 1 THROUGH 9 AND LOT 21, BLOCK 3, LOT 1, BLOCK 4 and LOT 1, BLOCK 5, GRANDVIEW ADDITION, an Addition to the City of Torrington, Goshen County, Wyoming, is hereby approved by the Mayor and City Council of the City of Torrington, Wyoming, by resolution duly passed this 5 day of June, 1998.

E. T. Jankovich
Mayor

Attest:
[Signature]
City Clerk

810980
BOOK 44 PAGE 77
WYOMING COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS GRANDVIEW SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That JIRDON WYOMING LTD., a Nebraska Limited Partnership, registered to do business within the State of Wyoming, being the owner of all of the lots and land in GRANDVIEW SUBDIVISION, 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 GRANDVIEW SUBDIVISION 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 it 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 in 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 or pre-cut home may be placed or erected on said real property, and no metal or synthetic siding may be used.
- B. No billboards, junkyards, accumulations of junk items, or manufacturing enterprise 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 owners of GRANDVIEW SUBDIVISION lots.
- C. All pertinent structures for the housing of animals and pens therefore shall be attractive and conform and harmonize with the external structures in GRANDVIEW SUBDIVISION.
- D. To preserve the view of other landowners within the subdivision, only one-story homes (with or without basements) may be constructed. No building shall exceed 18 (eighteen) feet to the top line of the roof joist from average grade at side elevation.
- E. 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.
- F. Easement is reserved, as shown by the recorded plat, on each lot for utility installation and maintenance.
- G. 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.
- H. Excess material resulting from the excavation of basements must remain on the lot site from whence it came, and specifically may not be placed on adjacent lots, except with the permission of Jirdon Wyoming, LTD. Excess excavation material may be disposed of elsewhere in the Subdivision as Jirdon Wyoming, LTD. may direct at its discretion.
- I. Any damage occurring to the grass or ground cover of adjacent lots resulting from excavation and/or construction activity will be repaired at the lot owner's expense, including but not limited to seedbed preparation and reseeding, to the satisfaction of Jirdon Wyoming, LTD.
- J. Exterior construction of any structure must be completed within twelve (12) months from the date of commencement of said construction.
- K. If any lot owners or their successors 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 GRANDVIEW SUBDIVISION, 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.
- L. These covenants, restrictions and conditions shall run with the land and it shall be binding upon all parties and all persons claiming them until May 1, 2009, at which time these covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the owners of the lots and parcels of GRANDVIEW SUBDIVISION 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.
- M. Invalidation of any of these covenants or parts thereof by a judgment or court order shall in no way affect any provisions of these covenants, which shall continue to remain in full force and effect.
- N. Variance to these covenants may be granted with the unanimous consent of the lot owners of GRANDVIEW SUBDIVISION.

DATED this 26th day of April, 1999

JIRDON WYOMING, LTD.

By *Clarke Beede*
Clarke Beede, General Partner

817472

STATE OF WYOMING } ss
COUNTY OF GOSHEN }

RECORDED 4-26 19 99

AT 1:25 O'CLOCK P.M.

BOOK 597 PAGE 237

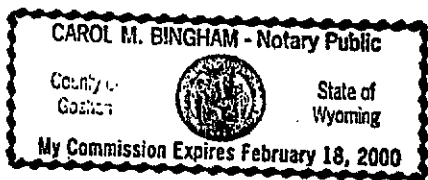
BONNIE L. ADDY CB
GOSHEN COUNTY CLERK

Recorded	
Indexed	
Abstracted	
Subscribed	
Recorded	
GOSHEN COUNTY	

STATE OF WYOMING)
) SS
COUNTY OF GOSHEN)

On this 26th day of April, 1999, before me personally appeared Clark Beede to me personally known, who being by me duly sworn, did say that he is the General Partner of Jirdon Wyoming, Ltd., a Nebraska Limited Partnership, and that said instrument was signed and sealed on behalf of said Partnership and said Clark Beede acknowledged said instrument to be the free act and deed of said Partnership.

Given under my hand and notarial seal this 26th day of April, 1999.



Carol M. Bingham
Notary Public

My Commission Expires: