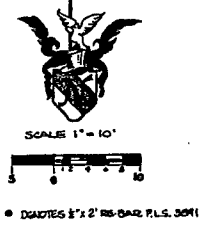
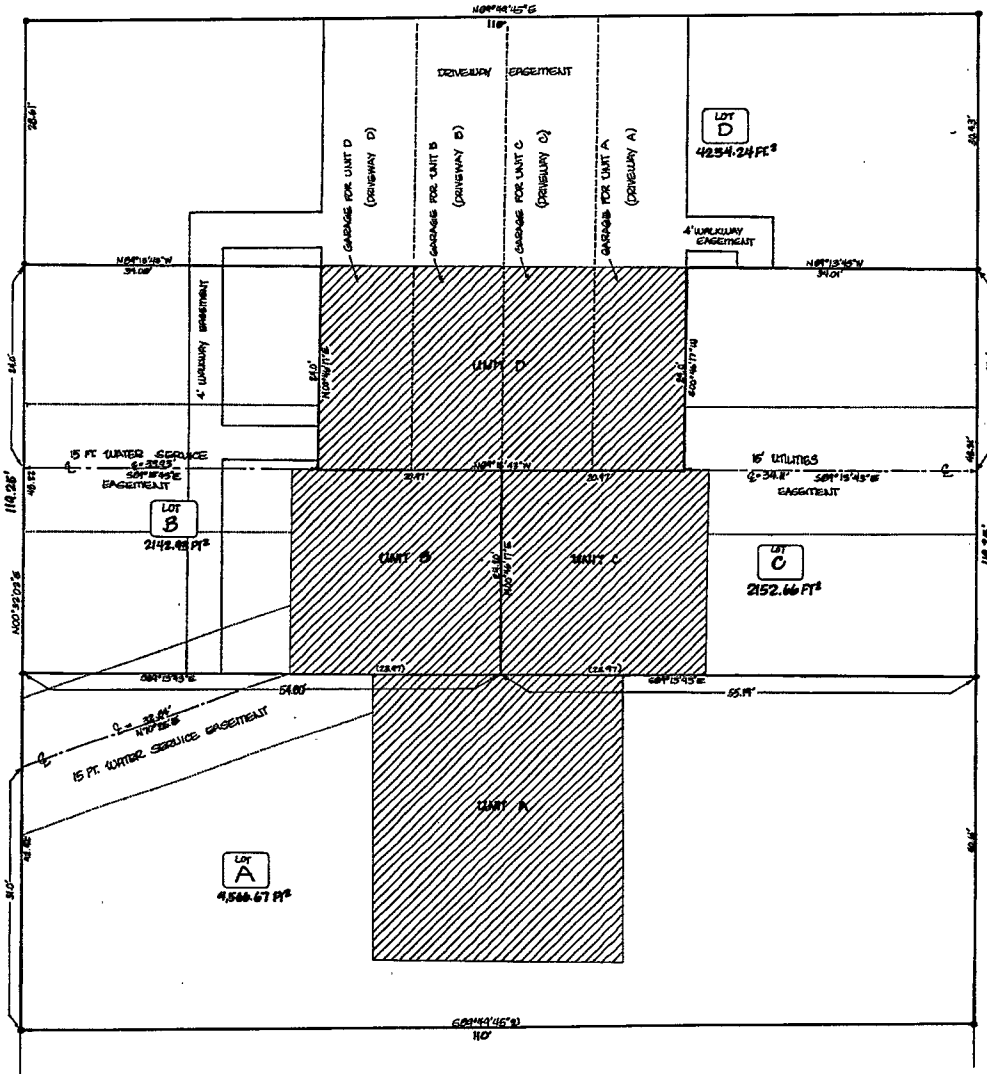


EAST 20TH AVENUE

EAST "H" STREET

ALLEY



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT JIM CONTRACTING, A JOINT VENTURE ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WYOMING, OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED ON THIS PLAT AND DESCRIPTION OF JIM TOWNHOUSES, DOES HEREBY DECLARE THE SUBDIVISION OF SAID LAND AS HEREON ON THIS PLAT TO BE ITS FREE ACT AND DEED, AND IN ACCORDANCE WITH ITS DESIRES AND DOES HEREBY DEDICATE TO THE USE OF THE TOWNHOUSE OWNERS DRIVEWAY EASEMENTS, UTILITY EASEMENTS, WATER SERVICE EASEMENTS, AND SPURTRAY SEWER EASEMENT, AND BY ACTION OF THE JOINT VENTURES, AUTHORIZES THE EXECUTION OF THIS DEDICATION.

JIM CONTRACTING

Jeffrey S. Marsh
JEFFREY S. MARSH
John C. McKinley
JOHN C. MCKINLEY

APPROVAL - TOWN OF TORRINGTON

THE FOREGOING PLAT OF JIM TOWNHOUSES TO THE TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING IS HEREBY APPROVED THIS 19th DAY OF JUNE 1984.

TOWN OF TORRINGTON

Blaine Kouns
MAYOR
Edna R. Gault
CITY CLERK

APPROVAL - PLANNING COMMISSION

THE FOREGOING PLAT OF JIM TOWNHOUSES HAS BEEN SUBMITTED AND APPROVED BY THE PLANNING COMMISSION ON THIS 19th DAY OF JUNE 1984.

PLANNING COMMISSION

Blaine Kouns
MAYOR
Edna R. Gault
TOWN CLERK

SURVEYOR'S CERTIFICATE

I, ROBERT W. TAYLOR, A LAND SURVEYOR DULY LICENSED IN THE STATE OF WYOMING, HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED AND SURVEYED THE ABOVE DESCRIBED REAL ESTATE IN THE STATE OF WYOMING, AND FURTHER CERTIFY THAT THE ABOVE PLATTED INFORMATION CORRECTLY REPRESENTS THE ABOVE DESCRIBED REAL ESTATE AS IT EXISTS TODAY.
WYOMING P.L.S. 3091
DATE: 6-5-84

Robert W. Taylor
ROBERT W. TAYLOR

NOTES:

- ALL BEARINGS ON THIS MAP ARE RELATIVE TO ASTRONOMIC NORTH AS DETERMINED BY A SOLAR OBSERVATION ON THE EAST BOUNDARY OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE 6TH P.M.
- THE JIM TOWNHOUSES ARE LOCATED IN AN R-4 DWELLING DISTRICT WHICH REQUIRES A MINIMUM 2500 SQUARE FOOT LOT. LOTS B & C DO NOT MEET THE R-4 DWELLING DISTRICT REQUIRED SQUARE FOOTAGE.
HOWEVER, ACCORDING TO THE FOLLOWING EXCERPT FROM THE MINUTES OF A SPECIAL MEETING OF THE MAYOR'S ADVISORY COMMITTEE ON MARCH 15, 1984:
"THE PROPOSED SUBDIVISION MEETS THE MINIMUM SQUARE FOOTAGE REQUIREMENTS OF THE R-4 DWELLING DISTRICT AND THE MINIMUM SQUARE FOOTAGE PER LOT AREA OF THE R-2A DWELLING DISTRICT AND ALSO MEETS THE MINIMUM PASSENGER REQUIREMENTS."
WITH NO INDICATION IN THE MINUTES FOR ZONE CHANGE, A MOTION WAS MADE AND SECONDED TO ADVISE TOWN COUNCIL TO APPROVE THE JIM TOWNHOUSES PRELIMINARY PLAT. THE MOTION WAS CARRIED.
THE JIM TOWNHOUSES PRELIMINARY PLAT WAS APPROVED BY THE TOWN COUNCIL IN ACCORDANCE TO THE FOLLOWING EXCERPT FROM THE MINUTES OF A REGULAR SCHEDULED MEETING OF THE TOWN COUNCIL ON MARCH 20, 1984:
"MAYOR ROUSE ADJOURNED THE COUNCIL AT 8:12 P.M. AND CONVENED THEM IN PLANNING COMMISSION. THE PLANNING COMMISSION WAS PRESENTED THE PRELIMINARY PLAT FOR RE-SUBDIVISION OF LOT 7 AND IS BLOCK 1, DOWNING AND REED SECOND ADDITION, FOR JIM TOWNHOUSE. COUNCILMAN VAREBY (MOVED), COUNCILWOMAN LINDSEY (SECOND), AND IT WAS UNANIMOUSLY APPROVED TO APPROVE THE PRELIMINARY PLAT. MOTION CARRIED."
- GARAGES SHALL BE LOCATED BENEATH UNIT D AND SHALL BE OWNED AS DESIGNATED ON THIS PLAT AND SHALL BE OWNED BY THE OWNER OF UNIT D.

MAP OF

JIM TOWNHOUSES

Townhouse Lots A, B, C, and D

A SUBDIVISION OF
LOT 8 & the North 30' of LOT 7, BLOCK 1,
DOWNING & REED 2ND ADDN.
TORRINGTON, GOSHEN COUNTY, WYOMING

Prepared by
U² Engineering & Land Surveying
250 WEST C
PO BOX 99
TORRINGTON, WY 82240

698936
11:50 A.M.

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

700604

STATE OF WYOMING
COUNTY OF GOSHENFILED 9-7 1984BOOK 459 PAGE 165
Wendell E. Grapes, County Clerk

8:16 A.M.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
JM TOWNHOUSES

SECTION ONE
DESCRIPTION

JM CONTRACTING, a joint venture organized and existing under the laws of the State of Wyoming, consisting of Jeffrey S. Marsh and John C. McKinley, both single men, hereinafter called declarant, is the owner in fee simple of certain real property located in Goshen County, State of Wyoming, and known by official plat designation as JM Townhouses, a subdivision of the Town of Torrington, Goshen County, Wyoming, pursuant to a plat duly filed and recorded with the Goshen County, Wyoming, Clerk.

SECTION TWO
IMPROVEMENTS

Declarant has improved said real property by constructing thereon a four-unit townhouse structure known as JM Townhouses constructed in accordance with plans and specifications approved by the building authority of the Town of Torrington, Wyoming, which plans and specifications meet or exceed all applicable building codes and regulations.

SECTION THREE
DECLARATION

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting the JM Townhouses Subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, the same to constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above-

described property or any part thereof, their heirs successors and assigns, and all subsequent owners of all or any part of the real property and improvements and shall inure to the benefit of each owner thereof.

SECTION FOUR
DEFINITIONS

1. "Declarant" shall mean JM Contracting, a joint venture, its heirs, successors and assigns, provided such successors or assigns have acquired and own at least one lot or unit in the JM Townhouses Subdivision.

2. "Maintenance" shall mean the exercise of reasonable care to keep buildings, walkways, driveways, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weedfree environment for optimum plant growth. Maintenance shall also mean upkeep will not clash with or be disharmonious to the exteriors of other units, including but not limited to the obligation to repair or replace damaged or worn out portions of the exterior portions of the improvements in colors and in such a style that is harmonious with the exteriors of the other townhouse units. Said maintenance requirements to include, but not be limited to, exterior painting.

3. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot or unit which is a part of the JM Townhouses Subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

4. "Subdivision" shall mean that subdivided real property duly platted and recorded as JM Townhouses to the Town of Torrington, Goshen County, Wyoming.

SECTION FIVE
PROPERTY RIGHTS

1. Easements for installation and maintenance of utilities and drainage facilities and walkways in open areas exterior to the constructed improvements are shown on the recorded subdivision map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage, interfere with or change the direction of flow of drainage facilities in the easements.

2. Easements for installation and maintenance of utilities and drainage facilities benefiting one unit of improvement and passing under a different townhouse unit are not shown on the recorded subdivision map. Said easements may be located, however, by extension of the easements drawn on said map in the open areas exterior to the constructed improvements. Each townhouse unit benefiting from a drainage or utility facility passing 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.

3. 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.

4. All easements and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on or under and above such locations to carry out any of the purposes for which such easements and rights of way are reserved.

5. 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.

6. It is understood that there are four garage stalls under townhouse Unit D, which stalls, together with adjacent driveways, are owned by the owner of Unit D. Garage and driveway usage will be on a rental basis to the occupants of JM Townhouses, and each person renting garage space shall have an easement of ingress

and egress thereto over the driveway immediately adjacent to such rented garage stall.

SECTION SIX
USE RESTRICTIONS

JM TOWNHOUSES Subdivision shall be occupied and used only as follows:

1. Each townhouse unit shall be used as a residence for nothing to exceed a single family residence and for no other purpose.

2. No business of any kind shall be conducted on any townhouse unit residence.

3. No noxious or offensive activity shall be carried on in or on any townhouse unit.

4. No sign of any kind shall be displayed to public view on a unit without the prior written consent of the remaining unit owners, except customary name and address signs and lawn signs advertising a property for sale or rent.

5. Nothing shall be done or kept in or on a unit which would increase the rate of insurance relating thereto, and no owner shall permit anything to be done or kept in or on his unit which would result in the cancellation of insurance on any residence or which would be in violation of any law.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any unit. However, dogs, cats and other household pets may be kept on units subject to such rules and regulations as may be adopted by the declarant, so long as they are not kept, bred or maintained for commercial purposes or are a nuisance to other owners.

7. No rubbish, trash or garbage, or other waste material shall be kept or permitted on any unit except in sanitary containers located in appropriate areas.

8. No fence, hedge, wall or other dividing instrumentality shall be constructed or maintained on any unit unless all unit owners' consent in writing is first obtained.

9. No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.

SECTION SEVEN
OWNER'S OBLIGATION TO REPAIR

Each owner shall, at his sale 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.

SECTION EIGHT
OWNER'S OBLIGATIONS TO REBUILD

If all or any portion of a residence is destroyed or damaged by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within one month after the damage occurs and shall be completed within six months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

SECTION NINE
OWNERSHIP

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 or 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.

SECTION TEN

LEASING

The respective townhouse units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty days; or (b) any rental if the occupants of the townhouse unit are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen services, and bellboy service. Other than the foregoing obligations, the

owners of the respective townhouse units shall have the absolute right to lease the same provided that the lease is made subject to the covenants and restrictions contained in this declaration.

SECTION ELEVEN
BUILDING CONTROL

No building, fence, wall, driveway, patio, patio enclosure, swimming pool, doghouse, television antenna, radio antenna, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any townhouse unit or lot, nor shall any grading or excavation be commenced until the construction plan and specifications and a plat plan showing the location of the structure or improvement have been approved in writing by a majority of the remaining townhouse unit owners.

SECTION TWELVE
GENERAL PROVISIONS

1. Enforcement. Declarant or any townhouse unit owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-fourths of the townhouse unit owners.

4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any unit or lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

5. Duration. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by declarant or any town-house unit owner.

Executed by Jeffrey S. Marsh and John C. McKinley, d/b/a JM Contracting, a Wyoming joint venture, owners in fee simple of all lots or units contained within that subdivision duly recorded and platted as JM TOWNHOUSES, Town of Torrington, Goshen County, Wyoming.

JM CONTRACTING

By Jeffrey S. Marsh
Jeffrey S. Marsh

By John C. McKinley
John C. McKinley

STATE OF WYOMING)
) SS.
COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by Jeffrey S. Marsh, a single man, this 31st day of August, 1984.

Witness my hand and official seal.



Steve Graham
Notary Public

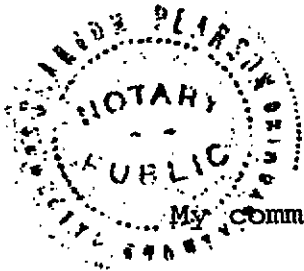
My commission expires: 2-12-87

REMAINING ACKNOWLEDGMENT ON FOLLOWING PAGE

STATE OF WYOMING)
) SS.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by
John C. McKinley, a single man, this 24th day of August,
1984.

Witness my hand and official seal.



Marion R. Pearson
Notary Public

My commission expires: 2/1/86