

GOSHEN COUNTY

THE FOREGOING PLAT OF "PHILLIPS 1<sup>st</sup> ADDITION, GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 12<sup>th</sup> DAY OF July, 1926.

THE BOARD OF COUNTY COMMISSIONERS OF GOSHEN COUNTY, WYOMING.

BY *Harold E. Jones*  
CHAIRMAN OF THE BOARD

ATTEST: *James E. Jones*  
COUNTY CLERK

CERTIFICATE OF SURVEYOR

STATE OF WYOMING) SS  
COUNTY OF GOSHEN)

I, DONALD R. HORTON, OF FORBINGTON, WYOMING, HEREBY CERTIFY THAT THIS PLAT OF "PHILLIPS 1<sup>st</sup> ADDITION" WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME ON JULY 5, 1926; THAT IT CORRECTLY REPRESENTS THE TRACTS AND ROAD AS MARKED ON THE GROUND; AND THAT THE LAND ENCOMPASSED IN THIS SUB-DIVISION IS THAT PART OF THE SW 1/2 SW 1/4, SECTION 26, AND THE NE 1/4 NW 1/4, SECTION 35, T25N, R62W, OF THE 24<sup>th</sup> P.M., GOSHEN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 26, T25N, R62W; THENCE N00°36'E, A DISTANCE OF 1323.0 FEET; THENCE S89°54'W, A DISTANCE OF 603.0 FEET; THENCE S00°36'W, A DISTANCE OF 1321.8 FEET; THENCE S89°54'W, A DISTANCE OF 216.6 FEET; THENCE S59°40'W, A DISTANCE OF 503.2 FEET; THENCE S00°36'E, A DISTANCE OF 291.3 FEET; THENCE S89°54'E, A DISTANCE OF 603.0 FEET TO THE POINT OF BEGINNING, CONTAINING 21.99 ACRES, MORE OR LESS.

WYO. P.E. & L.S. NO. 677 *Donald R. Horton*  
DONALD R. HORTON

ACKNOWLEDGMENT

STATE OF WYOMING) SS  
COUNTY OF GOSHEN)

ON THIS 12<sup>th</sup> DAY OF July A.D. 1926, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WYOMING, PERSONALLY APPEARED DICKIE PHILLIPS & ANDREA PHILLIPS, AND JOHNNIE L. PHILLIPS & MARTHA PHILLIPS, AND DALE W. HARRIS, TO ME PERSONALLY KNOWN, AND ACKNOWLEDGED THAT THEY HAD EXECUTED THE FOREGOING DEDICATION TO BE THEIR FREE ACT AND DEED FOR THE PURPOSE HEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE SEAL OF MY OFFICE THE DAY AND YEAR HEREIN MENTIONED.

MY COMMISSION EXPIRES December 24, 1928 *Donald R. Horton*  
NOTARY PUBLIC

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT DICKIE PHILLIPS & ANDREA PHILLIPS, HUSBAND AND WIFE, AND JOHNNIE L. PHILLIPS & MARTHA PHILLIPS, HUSBAND AND WIFE, AND DALE W. HARRIS AS TENANTS IN COMMON OF THE LANDS ENCOMPASSED IN THIS PLAT AND DESCRIPTION OF "PHILLIPS 1<sup>st</sup> ADDITION", DO HEREBY DECLARE THE SUB-DIVISION OF SAID LAND, AS APPEARS ON THIS PLAT, TO BE OF THEIR FREE ACT AND DEED AND IN ACCORDANCE WITH THEIR DESIRES, AND DO HEREBY DEDICATE TO THE PUBLIC, FOREVER, THE ROAD SHOWN HEREON.

WITNESS *Donald R. Horton* *Dickie Phillips*  
*Andrea Phillips*  
*Johnnie L. Phillips*  
*Martha Phillips*  
*Dale W. Harris*

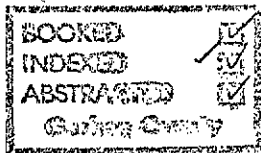
RECORDED  
INDEXED  
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GOSHEN COUNTY

STATE OF WYOMING  
COUNTY OF GOSHEN  
FILED July 12, 1926 11:45 A.M.  
RECORDED BOOK 267 PAGE 148

PHILLIPS 1<sup>ST</sup> ADDITION

SECTIONS 26 & 35 T25N R62W

GOSHEN COUNTY, WYO.



STATE OF WYOMING  
COUNTY OF GOSHEN

639203

FILED\* July 30, 1976 10:00 AM

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DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That Dale W. Harris, Dickie Phillips and Andrea Phillips, husband and wife, and Johnnie L. Phillips and Mantha Phillips, husband and wife, being the owners of all of the lots and land in:

"Phillips 1st Addition", located in that part of the  $S\frac{1}{2}SW\frac{1}{4}$ , Section 26, and the  $NE\frac{1}{4}NW\frac{1}{4}$ , Section 35, Township 25 North, Range 62 West of the 6th P.M., Goshen County, Wyoming, more particularly described as follows:

Beginning at the South Quarter Corner of Section 26, Township 25 North, Range 62 West, thence  $N 00^{\circ}36' E.$ , a distance of 1322.2 feet; thence  $N 89^{\circ}54' W.$ , a distance of 669.0 feet; thence  $S 00^{\circ}36' W.$ , a distance of 1321.8 feet, thence  $N 89^{\circ}52' W.$ , a distance of 437.0 feet; thence  $S 59^{\circ}40' E.$ , a distance of 579.2 feet; thence  $N 00^{\circ}36' E.$ , a distance of 291.3 feet; thence  $S 89^{\circ}52' E.$ , a distance of 603.0 feet to the point of beginning, containing 21.99 acres, more or less,

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 sold by the owners in said addition are held subject to and with the benefits of all restrictions, conditions, 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. No billboards, junk yards, accumulation 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, except as provided in Paragraph D, below. All garbage, trash and refuse shall be kept in a covered container and taken to a public disposal site at reasonable times.

B. The keeping or maintaining of swine, goats or poultry upon said real property is hereby prohibited, except that twelve (12) head of poultry and one (1) head of swine per acre owned may be maintained upon the property if confined in an enclosure not closer than one hundred (100) feet from any lot line or boundary line, and no more than one (1) head of other type of livestock

or swine per acre or fraction thereof, shall be kept or maintained upon said property.

C. No dwellings shall be hereinafter located on said real property, the ground floor area of which, exclusive of open porches and garages, is less than 1300 square feet of habitable living space, and no more than one residence shall be located on any lot or parcel thereof purchased from the undersigned.

D. No existing structures of any kind are to be moved on to said real property, except temporary structures used in construction and mobile homes used as temporary residences, which shall not be moved onto the property unless actual construction of permanent structures upon the premises is commenced within thirty (30) days thereafter.

E. No noxious or offensive conditions or activity shall be allowed upon said real property nor shall any condition or activity be carried on upon said real property which may become or is an annoyance or nuisance to the surrounding neighborhood.

F. No trailer, mobile home, basement, tent, shack, garage, barn or other out building placed or erected on said real property shall at any time be used as a residence, temporary or permanently, nor shall any structure of a temporary nature be used as a residence, except as provided in Paragraph D above. Modular homes and pre-built homes may be placed or erected on said real property, subject to prior written approval of the Committee hereinafter provided for.

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

H. No dwelling shall be located on any lot nearer than 50 feet of the lot line nor any boundary line, and all structures shall be completed, except

for interior work, within one (1) year from time of commencement of construction of the same.

I. No building shall be erected, placed or altered on any building plot or lot in this subdivision until the building plans, specifications and plot of the 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 Dale W. Harris, Virginia E. Harris, Dickie Phillips and Johnnie L. Phillips, which Committee shall be hereinafter designated as Committee of Phillips 1st Addition. In the event of 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 such design and 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 and location within thirty (30) days after the plans have been submitted to it, such approval will not be required and this covenant shall be deemed to have been fully complied with. The powers of this Committee shall continue for ten (10) years and so long thereafter until discontinued by a written instrument, executed by the owners of record of a majority of the lots of Phillips 1st Addition, 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.

J. If the parties hereto, or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real estate situated in said Phillips 1st Addition, 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.

K. All appurtenant structures, for the housing of animals allowed hereunder and pens therefor, shall be attractive and conform and harmonize with the external design of the dwelling upon the lot and existing structures in Phillips 1st Addition.

L. These covenants shall run with the land and it shall be binding upon all parties and all persons claiming under them until September 1, 1986, 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 Phillips 1st Addition, each owner being entitled to one vote for each lot owned and one-half vote for the owner of a portion of a divided lot, it is agreed to change said covenants in whole or in part.

M. No lots or portions of divided lots conveyed by the undersigned shall thereafter be further divided.

N. Invalidation of any of these covenants or part thereof by Judgment or Court Order shall in no wise affect any of the other provisions of these covenants which shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owners of Phillips 1st Addition do hereby cause this instrument to be executed this 30th day of July, 1976.

Dale W. Harris  
Dale W. Harris

Dickie Phillips  
Dickie Phillips

Andrea Phillips  
Andrea Phillips

Johnnie L. Phillips  
Johnnie L. Phillips


Mantha Phillips  
Mantha Phillips

STATE OF WYOMING )  
                          ) SS.  
COUNTY OF GOSHEN )

The foregoing instrument was acknowledged before me by Dale W. Harris, Dickie Phillips and Andrea Phillips, husband and wife, and Johnnie L. Phillips and Mantha Phillips, husband and wife, this 30th day of July, 1976.

Witness my hand and official seal.



  
Donald E. Jones, Notary Public

My commission expires 12/21/79.