

CERTIFICATE OF SURVEYOR
STATE OF WYOMING) ss
COUNTY OF GOSHEN)

I, DONALD R. BORTON OF TORRINGTON, WYOMING HEREBY CERTIFY THAT THIS PLAT OF 'PRESIDENTIAL ESTATES' WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME JANUARY 13, 1976, THAT IT CORRECTLY REPRESENTS THE BLOCKS, LOTS, STRIPES, AND ALLEYS AS MARKED ON THE GROUND BY 5/8" X 2" RE-BAR WITH ALUMINUM CAP, AND THAT THE LAND EMBRACED IN THIS SUBDIVISION IS THAT PART OF THE E1/2 SEC. 14, SECTION 14, T24N, R61W, OF THE 6TH P.M., GOSHEN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 2651.0 FEET 169° 35' W OF THE NORTHEAST CORNER OF SECTION 14, T24N, R61W, GOSHEN COUNTY, WYOMING; THENCE S69° 35' W, A DISTANCE OF 1121.4 FEET; THENCE S00° 10' E, A DISTANCE OF 2412.6 FEET; THENCE EAST, A DISTANCE OF 1121.4 FEET; THENCE N00° 10' W, A DISTANCE OF 2412.6 FEET TO THE POINT OF BEGINNING, CONTAINING 62 ACRES MORE OR LESS.

WYO. P.E. & L.S. NO. 677

Donald R. Borton
SURVEYOR

Scale 1" = 100'

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT 'BRADLEY C. BROWN AND SHIRLEY A. BROWN', HUSBAND AND WIFE, OWNERS IN FEE SIMPLE OF THE LANDS EMBRACED IN THIS PLAT AND DESCRIPTION OF 'PRESIDENTIAL ESTATES', DO HEREBY DECLARE THE SUBDIVISION 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 STREETS AND UTILITIES EASEMENTS SHOWN HEREON.

WITNESS: *Bradley C. Brown*
BRADLEY C. BROWN
Shirley A. Brown
SHIRLEY A. BROWN

STATE OF WYOMING) ss
COUNTY OF GOSHEN)

ON THIS 2nd DAY OF April, A.D. 1976, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WYOMING, PERSONALLY APPEARED BRADLEY C. BROWN AND SHIRLEY A. BROWN, TO ME PERSONALLY KNOWN, AND ACKNOWLEDGED THAT THEY HAD ELICITED THE FOREGOING DEDICATION TO BE THEIR FREE ACT AND DEED FOR THE PURPOSE HEREIN MENTIONED.

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

MY COMMISSION EXPIRES Dec. 21, 1978
Donald R. Borton
NOTARY PUBLIC

GOSHEN COUNTY

THE FOREGOING PLAT OF 'PRESIDENTIAL ESTATES', GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 6th DAY OF April, 1976.

THE BOARD OF COUNTY COMMISSIONERS OF GOSHEN COUNTY, WYOMING

BY *James E. Gorman*
CHAIRMAN OF THE BOARD
TOWN OF TORRINGTON
COUNTY CLERK

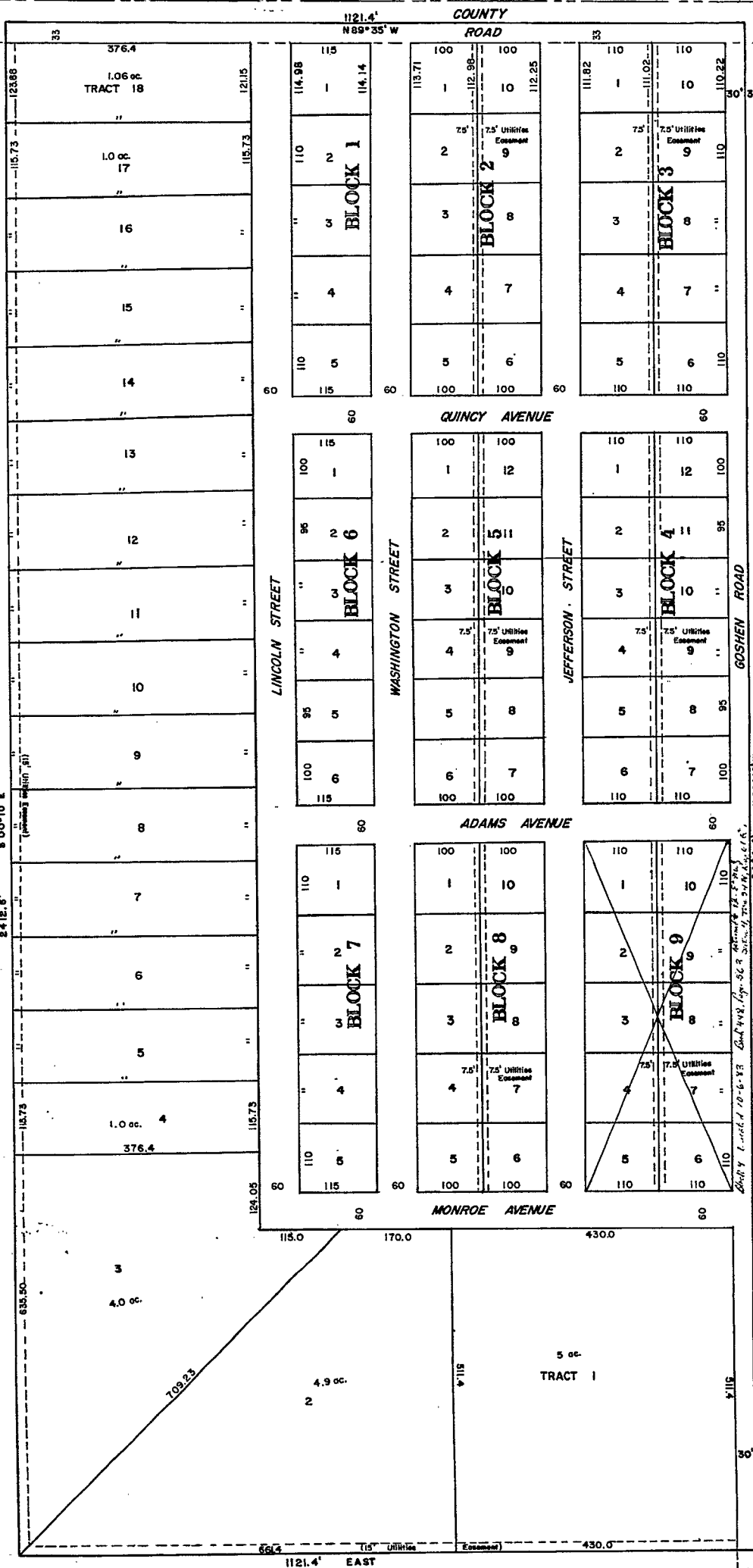
THE FOREGOING PLAT OF 'PRESIDENTIAL ESTATES', GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 2nd DAY OF May, 1976.

ATTEST: *James E. Gorman*
CITY CLERK
BY: *W. B. Norman*
TAYOR

STATE OF WYOMING 635975
COUNTY OF GOSHEN
FILED 4-6-76 9:15 A.M.
RECORDED BOOK 141 PAGE 139

BOOKED
INDEXED
ABSTRACTED
Goshen County

PRESIDENTIAL ESTATES
TORRINGTON, WYOMING



BOOKED
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Goshen :

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DECLARATION OF PROTECTIVE COVENANTS
PRESIDENTIAL ESTATES

RECORDED IN THE
OFFICE OF THE CLERK
OF THE COUNTY OF GOSHEN

12-30-77

KNOW ALL MEN BY THESE PRESENTS:

402 2:
11:20 A.M. D

That BRADLEY C. BROWN and SHIRLEY A BROWN, husband and wife, and CLARENCE E. SCHAEGLER and ANTOINETTE M. SCHAEGLER, husband and wife, of Goshen County, Wyoming, being the owners of all of the lots and land in:

Tracts 2 through 15 and Blocks 1 through 9 of Presidential Estates, 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 Presidential Estates 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. Modular homes and pre-cut homes may be placed or erected on said real property subject to prior written approval of the committee hereinafter provided for.

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.

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 Presidential Estates 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. Each owner of a lot consisting of at least one acre may also have on that lot one horse, but no more than one.

E. All pertinent 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 Presidential Estates.

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.

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 Presidential Estates.

J. Garbage containers shall be sunk in the ground to a depth equal to the height of the containers and 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 tract, 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 supplying and developing water and sewer for his own domestic use. Wells, sewer, and water systems shall be drilled, 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 building lots may join together in the installation and maintenance of the domestic water and 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 as may be designated by the Committee of Presidential Estates.

Q. No building 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 BRADLEY C. BROWN, SHIRLEY A. BROWN, MICHAEL D. BROWN, STEPHEN H. GRAHAM and CLARENCE E. SCHAEGLER, which committee shall be hereinafter designated as Committee of Presidential Estates. 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 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 Presidential Estates, 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 Presidential Estates, 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 under them until November , 1987, 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 Presidential Estates, 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. The grantee of any portions of aforesaid property agrees by the acceptance of a conveyance faithfully to observe and comply with the above-said restrictions and limitations applicable thereto.

V. Invalidation of any of these covenants or part 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

There shall be formed an Owner's Association for the purpose of developing and operating the subdivision. Such association shall be formed when the owners of the real property in the subdivision feel the need for improvements. The Association will then be formed by the owners notifying the Committee of their desires, at which time the Committee will hold an election for five Association Board of Governors members. 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 sewer system, lagoon, 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 Presidential Estates do hereby cause this instrument to be executed this 29th day of December, 1977.

Bradley C. Brown

 BRADLEY C. BROWN

Shirley A. Brown

 SHIRLEY A. BROWN

Clarence E. Schaedler

 CLARENCE E. SCHAEHLER

Antoinette M. Schaedler

 ANTOINETTE M. SCHAEHLER

STATE OF WYOMING)
) SS.
 COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by BRADLEY C. BROWN and SHIRLEY A. BROWN, husband and wife, and CLARENCE E. SCHAEHLER and ANTOINETTE M. SCHAEHLER, husband and wife, this 30th day of December, 1977.



Donald E. Jones

 DONALD E. JONES