

CERTIFICATE OF SURVIVOR

STATE OF WYOMING) SS
COUNTY OF GOSHEN) SS

I, DONALD R. HORTON, OF TORRINGTON, WYOMING, HEREBY CERTIFY THAT THIS PLAT OF "ROCK RIDGE ADDITION", GOSHEN COUNTY, WYOMING, WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN DECEMBER, 1976; THAT IT CORRECTLY REPRESENTS THE TRACTS AND ROAD AS MARKED ON THE GROUND; AND THAT THE LAND ENRAGED IN THIS SUB-DIVISION IS THAT PART OF THE NE 1/4, SECTION 27, T24N, R61W, 6TH P.M., GOSHEN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER POINT OF THE NE 1/4, SECTION 27, T24N, R61W; THENCE S00°15'E ALONG THE EAST BOUNDARY OF THE SW 1/4, NE 1/4, SECTION 27, A DISTANCE OF 150 FEET; THENCE S85°12'20"W, 616.9 FEET TO A POINT ON THE EAST R-O-W LINE OF THE STATE SECONDARY OILED HIGHWAY; THENCE PROCEEDING ON SAID R-O-W LINE, S21°19'10"E, 187.1 FEET; THENCE ON SAID R-O-W LINE ON A CURVE TO THE LEFT, S25°11'10"E A CHORD DISTANCE OF 209.8 FEET; THENCE ON AFOREMENTIONED CURVE, S29°31'20"E A CHORD DISTANCE OF 190.1 FEET; THENCE ON SAID LEFT CURVE, S35°16'E A CHORD DISTANCE OF 256.6 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4, SECTION 27, T24N, R61W; THENCE N29°50'E, 110.15 FEET ON THE SOUTH LINE OF SAID NE 1/4, SECTION 27, TO A POINT OF THE WEST BOUNDARY OF THE COUNTY ROAD; THENCE ON SAID WEST BOUNDARY OF COUNTY ROAD, N17°17'E, 176.3 FEET; THENCE CONTINUING ON SAID WESTERLY BOUNDARY, N11°17'E, 508.4 FEET; THENCE ON THE WESTERLY BOUNDARY LINE OF THE COUNTY ROAD, N15°07'E, 804 FEET; THENCE ON SAID BOUNDARY LINE, N10°01'10"E, 337.5 FEET TO A POINT APPROXIMATELY 40 FEET PERPENDICULAR AND SOUTH FROM THE CENTERLINE OF THE ROCK RANCH CANAL; THENCE PARALLELING AND SOUTH 40 FEET FROM SAID ROCK RANCH CANAL, THE FOLLOWING COURSES: N65°25'20"W, 347.0 FEET; S63°57'10"W, 231.0 FEET; N65°11'20"W, 177.4 FEET; S80°02'W, 319.7 FEET; S63°36'W, 453.2 FEET; S79°20'W, 219.75 FEET; S52°01'14"W, 217.8 FEET TO A POINT ON THE SOUTH LINE OF THE NE 1/4, SECTION 27, T24N, R61W; THENCE N29°59'E ALONG SAID SOUTH LINE OF THE NE 1/4, SECTION 27, 524.14 FEET TO THE POINT OF BEGINNING, CONTAINING 51.18 ACRES MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT MELVIN R. EATON & ROGER O. COURNEY DOING BUSINESS AS E & C DEVELOPMENT, A PARTNERSHIP, AS TENANTS IN COMMON OF THE LANDS ENRAGED IN THIS PLAT AND DESCRIPTION OF "ROCK RIDGE ADDITION", GOSHEN COUNTY, WYOMING, IN THE NE 1/4, SECTION 27, T24N, R61W, DO HEREBY DECLARE THE SUB-DIVISION OF SAID LAND, AS APPEARS ON THIS PLAT, TO BE THEIR FREE ACT AND DEED AND IN ACCORDANCE WITH THEIR DESIRES, AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER, THE ROAD SHOWN HEREON.

WITNESS Robin Courtney Melvin R. Eaton
Roger O. Courney

ACKNOWLEDGEMENT

STATE OF WYOMING) SS
COUNTY OF GOSHEN) SS

ON THIS 31st DAY OF January A.D. 1977, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WYOMING, PERSONALLY APPEARED MELVIN R. EATON AND ROGER O. COURNEY DOING BUSINESS AS E & C DEVELOPMENT, A PARTNERSHIP, 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 HEREINTO SET MY HAND AND AFFIXED THE SEAL OF MY OFFICE THE DAY AND YEAR HEREIN MENTIONED.

MY COMMISSION EXPIRES April 30, 1977
Robin Courtney
NOTARY PUBLIC

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

OOSHEN COUNTY

THE FOREGOING PLAT OF "ROCK RIDGE ADDITION", GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 2nd DAY OF February, 1977.

BOARD OF COUNTY COMMISSIONERS OF GOSHEN COUNTY, WYOMING

BY Herbert J. Jones
CHAIRMAN

ATTEST: James E. Inap
COUNTY CLERK

MY TERM OF OFFICE EXPIRES
2ND FRIDAY IN JANUARY, 1977

STATE OF WYOMING 642782
COUNTY OF GOSHEN
FILED 2-2 1977 12:40 P.M.
RECORDED BOOK PAGE 151

ROCK RIDGE ADDITION
GOSHEN COUNTY, WYOMING

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THE PRESENTS,

That Melvin R. Eaton & Roger O. Courtney dba E & C Development
constituting the owners of all of the lots and land in:

"Rock Ridge Addition" located in the NE $\frac{1}{4}$ of Section 27,
Township 24, Range 61, West of the 6th P.M., directly
South of the Rock Ranch ditch,

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
in said addition are held subject to and with the benefits of all restric-
tions, conditions, covenants, charges and agreements contained herein,
and, they 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 or 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 B, below.

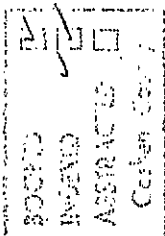
B. The keeping or maintaining of cattle swine, goats, or poultry
upon said real property is hereby prohibited and no more than two (2)
head of other types of livestock or pets shall be kept or maintained
upon said property for each acre (1 $\frac{1}{2}$ lot) or fraction thereof owned or
possessed by such person keeping the same.

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 1500 square feet of habitable living space in the case of
one-story dwellings, or less than 900 square feet of habitable living
space on the ground floor level in the case of multi-level structures.
The ground floor level is defined as that floor level of dwelling nearest

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the actual average ground level on which the dwelling is constructed.

D. No existing structures of any kind are to be moved on to said real property.

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 resident, temporary or permanently, nor shall any structure of a temporary nature be used as a residence. Modular homes and pre-built homes may be placed or erected on said real property, subject to prior written approval of the Committee for Rock Ridge Addition, hereinafter provided forth.

G. No dwelling shall be located on any lot nearer than 20 feet of the lot line nor any dividing line in the event lots are divided by the owner.

H. 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 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 Melvin R. Eaton, Roger O. Courtney and the purchaser of the first lot sold by the undersigned, which Committee shall be hereinafter designated as Committee of Rock Ridge 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 or location. In the event of death or resignation or inability to act of two or more member of said committee

the lot and plot owners shall elect new Committee members to succeed those to be replaced, the owners as to each lot to have one vote for each lot owned, and in the event of divided lots, each owner shall have one-half vote. 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 owners of this Committee shall continue until discontinued by a written instrument, executed by the owners of record of a majority of the lots of Rock Ridge Addition, which instrument must appoint new members shall then constitute said Committee and exercise the powers herein contained.

J. If the parties hereto, or any of them, 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 Rock Ridge Addition, to prosecute proceeding 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 Rock Ridge Addition.

L. All utilities located upon the Rock Ridge Addition shall be constructed, kept, and maintained under ground.

M. These covenants shall run with the land and it shall be binding upon all parties and all persons claiming under them until January 1, 1981, at which time these covenants shall be automatically extended for

successive period of ten years each unless by vote of a majority of the owners of the lots of Rock Ridge Addition, each owner being entitled to one vote for each lot owned and one-half for the owner of a portion of a divided lot, it is agreed to change said covenants in whole or in part.

N. No lot in the Rock Ridge Addition shall be divided into parcels and sold to other owners, except that each lot may be divided in half with each half being held by separate owners.

O. Invalidation of any of these covenants or part thereof by judgement or Court order shall in no wise effect any of the other provisions of these covenants which shall continue to remain in full force and effect.

P. No roads can be constructed from the property excepting the one designated on the original plat filing.

Melvin R. Eaton

Melvin R. Eaton

Roger O. Courtney
Roger O. Courtney

Estate of Wyoming)
) SS
County of Goshen)

The foregoing instrument was acknowledged before me this 2nd day of February, 1977.

Witness my hand and official seal.

Roger O. Courtney
Notary Public

My Commission Expires April 30, 1977.

