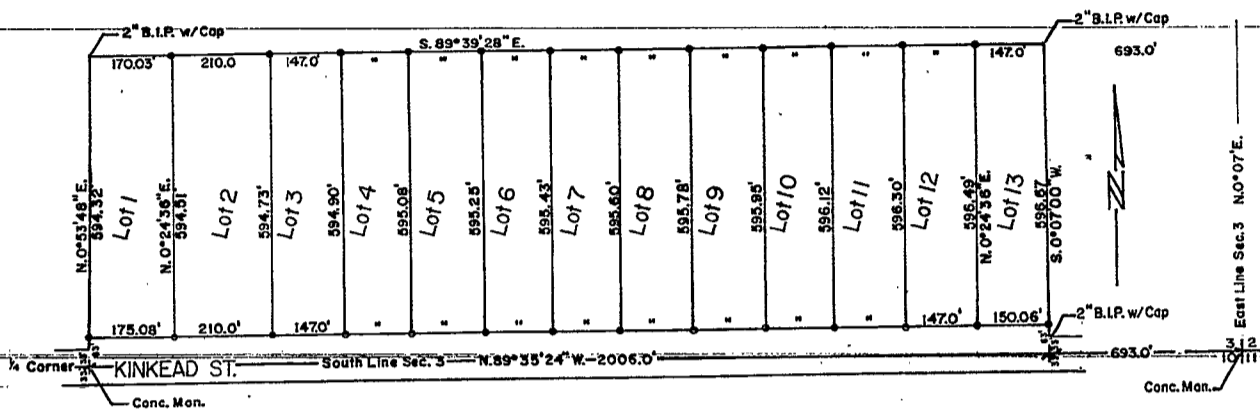


# SAGE HILLS ESTATES

S 1/2 S 1/2 S.E. 1/4 Section 3, T. 24 N., R. 61 W.

Scale 1" = 200ft



**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING ( SS.  
COUNTY OF GOSHEN )

I, J. H. COFFMAN, OF TORRINGTON, WYOMING, DO HEREBY CERTIFY THAT "SAGE HILLS ESTATES" WAS SURVEYED BY ME, THAT SAID SUBDIVISION IS LOCATED IN THE S8585858 OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 61 WEST OF THE 6TH P.M. IN GOSHEN COUNTY, WYOMING, AS SHOWN ON THE ANNEXED PLAT, WHICH IS A CORRECT DELINEATION OF SAID SURVEY, DRAWN TO A SCALE OF 200.0 FT. TO THE INCH. THE WIDTH OF THE STREET AND THE DIMENSIONS OF LOTS ARE INDICATED IN FEET AND DECIMALS THEREOF ON SAID PLAT. EACH LOT BEARS ITS OWN NUMBER.

*J. H. Coffman*  
CIVIL ENGINEER - LAND SURVEYOR

WYOMING REGISTRATION NO. PE-LS 529

**SAGE HILLS ESTATES**

**DEDICATION**

THIS CERTIFIES THAT LYLE E. POOLE AND EDITH C. POOLE, HUSBAND AND WIFE, ARE THE OWNERS IN FEE SIMPLE OF THAT PART OF THE S8585858 OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 61 WEST OF THE 6TH P.M. ON WHICH SAGE HILLS ESTATES IS LOCATED, AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEYOR'S CERTIFICATE; THAT THE STREET INDICATED ON SAID PLAT IS HEREBY DEDICATED TO THE PUBLIC FOR THE PURPOSES SHOWN THEREON AND THAT THIS DEDICATION AS MADE TO APPEAR ON THE ACCOMPANYING PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SIGNED THIS INSTRUMENT ON THIS 30<sup>th</sup> DAY OF November, 1970.

*Lyle E. Poole*  
LYLE E. POOLE  
*Edith C. Poole*  
EDITH C. POOLE

STATE OF WYOMING )  
COUNTY OF GOSHEN ) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 30<sup>th</sup> DAY OF NOVEMBER, 1970.

*John E. DeBor*  
NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 26 1974.

THE FOREGOING PLAT OF SAGE HILLS ESTATES IS HEREBY APPROVED THIS 2<sup>nd</sup> DAY OF December, 1970.

BOARD OF COUNTY COMMISSIONERS OF  
GOSHEN COUNTY, WYOMING  
BY *M. J. ...*  
CHAIRMAN

ATTEST:  
*Howard ...*  
COUNTY CLERK

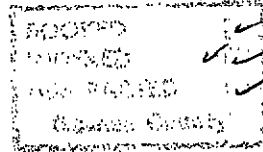
THE FOREGOING PLAT OF SAGE HILLS ESTATES IS HEREBY APPROVED THIS 2 DAY OF Dec. - 1970.

THE TOWN COUNCIL OF THE TOWN OF  
TORRINGTON, GOSHEN COUNTY, WYOMING  
BY *...*  
MAYOR

ATTEST:  
*...*  
TOWN CLERK

The State of Wyoming ) 534208  
County of Goshen )  
This instrument was filed for record  
on the 9<sup>th</sup> day of September  
A. D. 1971 at 1:30 o'clock P.M.  
and is duly recorded in book Plot  
on page 108  
*Howard ...*  
County Clerk and Ex-Officio of Deeds  
By ... Deputy

Note: Certain approaches to Sage Hill Estates from Sheep Creek Road (Kinkead Street) allowed by County Commissioners. See Commissioners Proceedings - Book D - Page 699, December, 1974.



FILED 1-11 1974

RECORDED BOOK 369 PAGE 40

91501  
medADDITIONS TO PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, constituting the owners of all of the lots and land in:

"Sage Hills Estates" located in the S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 3, Township 24 North, Range 61 West of the 6th P.M., Goshen County, Wyoming, as shown by the recorded plat thereof,

desiring to make additional protective covenants to the Declaration of Protective Covenants, dated June 17, 1971, and recorded in book 352 at page 6 of the Goshen County records covering all lots in "Sage Hills Estates" do hereby agree and declare the following additional covenants to be a part of the original Declaration of Protective Covenants, above described:

"P. Each lot owner shall be entitled to be served from the main water line, now connected to the Town of Torrington's water service facilities, upon the condition that such user shall share in any costs or expenses of repair or replacement of said water line in proportion to the number of users thereof and each user covenants not to make any claim or demand of any kind or nature upon any other user for loss or disruption of water service resulting from said water line and each user agrees to meter the water used by them and to pay their proportionate costs of water used from said water line or such costs as may be determined by the Town of Torrington, all such use being subject to the rules, regulations and ordinances prescribed by or imposed upon the Town of Torrington."

"Q. No easements or right-of-ways of any kind or nature shall be allowed or permitted over and through "Sage Hills Estates" or any lot thereof to serve land lying outside of the boundaries of said "Sage Hills Estates"."

THESE ADDITIONAL COVENANTS ARE HEREBY INCORPORATED IN SAID ORIGINAL PROTECTIVE COVENANTS AS A PART THEREOF AND AS IF ORIGINALLY INCLUDED THEREIN.

IN WITNESS WHEREOF, the undersigned owners of "Sage Hills Estates", declaring these additional covenants to run with the land to which they apply, do hereby cause this instrument to be executed this 10th day of January, 1974.

*Lyle E. Poole*

Lyle E. Poole

*Edith C. Poole*

Edith C. Poole

*Ronald R. Price*

Ronald R. Price

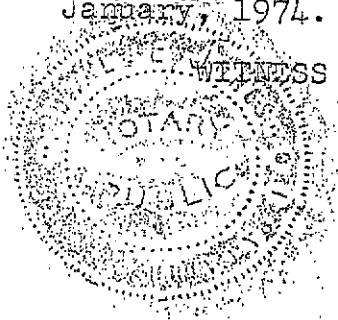
*Jane A. Price*

Jane A. Price

STATE OF WYOMING )  
                          ) SS.  
COUNTY OF GOSHEN )

The foregoing instrument was acknowledged before me by Lyle E. Poole and Edith C. Poole, husband and wife, and Ronald R. Price and Jane A. Price, husband and wife, this 10th day of January, 1974.

WITNESS my hand and official seal.



*Donald E. Jones*  
Donald E. Jones, Notary Public

My commission expires: 12-21-75.

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS,

That Lyle E. Poole and Edith C. Poole, constituting the owners of all of the lots and land in:

"Sage Hills Estates" located in the S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 3, Township 24 North, Range 61 West of the 6th P. M., Goshen County, Wyoming, as shown by 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 in said addition are held subject to and with the benefits of all restrictions, 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 swine, goats or poultry upon said real property is hereby prohibited and no more than two (2) head of other types of livestock shall be kept or maintained upon said property for each acre ( $\frac{1}{2}$  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 1300 square feet of habitable living space in the case of one-story dwellings, or less than 800 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 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

GOSHEN  
COUNTY

FILED September 9<sup>th</sup> 1991  
RECORDED BOOK 362 PAGE 6  
534240 1:2503 212/91

FRONT ROW  
Abstracted  
Indexed

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. Modular homes and pre-built homes may be placed or erected on said real property, subject to prior written approval of the Committee for Sage Hills Estates, 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 20 feet of the lot line nor any dividing line in the event said lots are divided by the owner.

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 Lyle E. Poole, Edith C. Poole and the purchaser of the first lot sold by the undersigned, which Committee shall be hereinafter designated as Committee of Sage Hills 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 such design and location. In the event of death, resignation or inability to act of two or more members 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 powers of this Committee shall continue until discontinued by a written instrument, executed by the owners of record of a majority of the lots of Sage Hills 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.

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 Sage Hills 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.

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 Sage Hills Estates.

L. All utilities located upon the Sage Hills Estates 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 Sage Hills Estates, each owner being entitled to one

