

CURVE TABLE

NUMBER	DELTA ANGLE	TANGENT	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	90°00'00"	30.00	30.00	N 58°44'08" E	42.43	47.12
C2	90°00'00"	30.00	30.00	N 31°15'52" W	42.43	47.12
C3	133°17'22"	127.37	55.00	S 09°37'11" E	100.99	127.95
C4	46°42'38"	23.75	55.00	S 80°22'49" W	43.61	44.84
C5	65°41'03"	35.50	55.00	S 43°25'21" E	59.66	63.05
C6	65°41'03"	35.50	55.00	N 43°25'21" W	32.54	34.39
C7	27°15'58"	21.83	90.00	N 62°37'53" W	42.43	42.83
C8	43°15'46"	35.69	90.00	N 27°22'02" W	66.35	67.96
C9	19°28'16"	15.44	90.00	S 03°59'59" W	30.44	30.59
C10	90°00'00"	30.00	30.00	N 31°15'52" E	42.43	47.12
C11	29°22'21"	23.59	90.00	S 61°34'42" E	45.63	46.14
C12	90°00'00"	30.00	30.00	N 88°06'29" E	42.43	47.12
C13	90°00'00"	30.00	30.00	S 01°53'31" E	42.43	47.12
C15	137°51'16"	177.86	30.00	N 22°02'07" E	55.90	72.18
C16	90°00'00"	25.00	25.00	S 88°06'29" W	35.36	39.27
C17	90°00'00"	25.00	25.00	N 88°06'29" E	35.36	39.27
C18	80°56'08"	21.33	25.00	S 35°47'48" E	32.45	35.31
C19	51°33'47"	12.08	25.00	S 21°06'38" E	21.75	22.50

SURVEYOR'S CERTIFICATE

I, ROBERT W. TAYLOR, OF BENCHMARK OF TORRINGTON, WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF STONE CREEK SUBDIVISION - PHASE A, GOSHEN COUNTY, WYOMING, WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY MADE BY ME, OR UNDER MY DIRECT SUPERVISION, IN MAY OF 1997, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS LOTS, ROADS, AND EASEMENTS SHOWN HEREON WHICH ARE TO BE MONUMENTED ON THE GROUND WITH 1/2" IR-BARS WITH ALUMINUM CAPS MARKED PLS 3891, IN ACCORDANCE WITH THE GOSHEN COUNTY SUBDIVISION REGULATIONS AND THAT THE LAND EMBRACED IN THIS SUBDIVISION IS THAT PART OF THE S1/2 NW1/4 AND THE N1/2 SW1/4 OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 61 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- AN 11.445 ACRE TRACT**
- BEGINNING at the West X Corner of said Section 9;
- Thence N00°14'45"E along the West Boundary of NW1/4 Section 9, a distance of 547.50 feet to a point;
 - Thence S84°00'38"E along a line which is more or less parallel with the South Right-of-Way boundary of the New North Platte Ditch, a distance of 33.17 feet to a point on the East R-O-W Boundary of RD 149 (old County Road #237);
 - Thence S58°00'38"E along a line which is more or less parallel with the South Right-of-Way boundary of the New North Platte Ditch and along the South boundary of a tract where an irrigation well and the New North Platte Ditch head gate serving the Simons farm are located, a distance of 40.00 feet;
 - Thence N00°14'45"E along a line which is parallel with the West boundary of the NW1/4 of Section 9 and along the East boundary of the aforementioned irrigation well/headgate tract, a distance of 40.00 feet to a point on the apparent South Right-of-Way of the New North Platte Ditch;
 - Thence S54°00'38"E along the apparent South Right-of-Way of the New North Platte Ditch, a distance of 212.40 feet;
 - Thence S78°37'57"E along the apparent South Right-of-Way of the New North Platte Ditch, a distance of 269.69 feet;
 - Thence S59°11'53"E along the apparent South Right-of-Way of the New North Platte Ditch, a distance of 28.15 feet;
 - Thence S15°17'38"E along an existing field break and fence line, a distance of 180.24 feet;
 - Thence S46°53'31"E along a field break and fence line, a distance of 28.67 feet;
 - Thence S13°44'08"W, a distance of 210.28 feet;
 - Thence S76°15'52"E, a distance of 125.75 feet to the Point of Curvature for a Circular Curve to the right having a radius of 90.00 feet;
 - Thence Southeasterly along the aforementioned Circular Curve to the right, a distance of 46.14 feet, through a central angle of 29°22'21" (said curve has a chord of 43.63 feet which bears S61°34'42"E), to the Point of Tangency of said curve;
 - Thence S46°53'31"E, a distance of 429.40 feet to the Point of Curvature for a Circular Curve to the left having a radius of 30.00 feet;
 - Thence Northeasterly along the aforementioned Circular Curve to the left, a distance of 47.12 feet, through a central angle of 90°00'00" (said curve has a chord of 42.43 feet which bears N85°06'29"E), to the Point of Tangency of said curve;
 - Thence N43°06'29"E, a distance of 80.00 feet;
 - Thence S46°53'31"E along a field edge, a distance of 60.00 feet;
 - Thence S43°06'29"W a distance of 80.00 feet to the Point of Curvature for a Circular Curve to the left having a radius of 30.00 feet;
 - Thence Southeasterly along the aforementioned Circular Curve to the left, a distance of 47.12 feet, through a central angle of 90°00'00" (said curve has a chord of 42.43 feet which bears S01°53'31"E), to the Point of Tangency of said curve;
 - Thence S12°11'15"W, a distance of 78.98 feet;
 - Thence N89°02'15"W, a distance of 126.78 feet;
 - Thence N38°55'29"W along the approximate Centerline of "Stone Creek", a distance of 298.83 feet;
 - Thence N82°02'37"W along the approximate Centerline of "Stone Creek", a distance of 837.40 feet to a point on the West Boundary of the SW1/4 of said Section 9;
 - Thence N00°14'45"E along the West Boundary of the said SW1/4 of Section 9, a distance of 54.72 feet to the POINT OF BEGINNING.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THOMAS W. FEESER AND SUSAN M. FEESER, THE UNDERSIGNED, ARE THE OWNERS IN FEE SIMPLE OF THE LANDS EMBRACED ON THIS PLAT AND IN THE ABOVE DESCRIPTION OF STONE CREEK SUBDIVISION - PHASE A, GOSHEN COUNTY, WYOMING, AND DO HEREBY DECLARE THE SUBDIVISION, TO BE THEIR FREE ACT AND DEED AND IN ACCORDANCE WITH THEIR DESIRES, AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER THE STREETS AND EASEMENTS AS SHOWN THEREON.

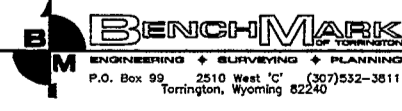
ACKNOWLEDGMENTS

Thomas W. Feeser
Susan M. Feeser
STATE OF WYOMING)
COUNTY OF GOSHEN)
ACKNOWLEDGED BEFORE ME BY THOMAS W. FEESER AND SUSAN M. FEESER, HUSBAND AND WIFE, THIS 12th DAY OF June, 1997.
NOTARY PUBLIC: Sheila Johnson
MY COMMISSION EXPIRES: 06/16/2000

NOTES

- *THIS SUBDIVISION IS TO BE SERVED BY COMMUNITY OPERATED & MAINTAINED WATER SYSTEM.
- *THIS SUBDIVISION IS TO BE SERVED BY COMMUNITY OPERATED & MAINTAINED SANITARY SEWER SYSTEM.
- *HIGH WINDS MAY CAUSE BLOWING OF FARM RESIDUE ONTO THE SUBDIVISION.
- *ONLY NORMAL RURAL FIRE PROTECTION AND AMBULANCE SERVICE CAN BE EXPECTED.
- *THE PARK IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- *NO EXISTING ZONING.

FINAL PLAT OF
STONE CREEK SUBDIVISION - PHASE A
11.445 ACRES LOCATED IN THE
S1/2 NW1/4 & N1/2 SW1/4 SECTION 9,
T24N, R61W OF THE 6TH PM
GOSHEN COUNTY, WYOMING
PREPARED JUNE 12, 1997



APPROVALS

COUNTY ENGINEER:
THE FOREGOING PLAT OF STONE CREEK SUBDIVISION - PHASE A, GOSHEN COUNTY, WYOMING AS DEPICTED HEREON IS HEREBY APPROVED BY THE GOSHEN COUNTY ENGINEER.
[Signature]
GOSHEN COUNTY ENGINEER

PLANNING DIRECTOR:
ALL REQUIRED DOCUMENTS, PERMIT FEES, AND NOTICES HAVE BEEN DULY RECEIVED AND DISTRIBUTED BY THE OFFICE OF THE PLANNING DIRECTOR FOR GOSHEN COUNTY, WYOMING.
DATE: 3 Sept 97
[Signature]
PLANNING DIRECTOR

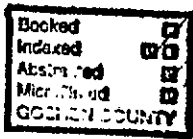
GOSHEN COUNTY PLANNING COMMISSION:
THIS PLAT OF STONE CREEK SUBDIVISION - PHASE A, GOSHEN COUNTY, WYOMING HAS BEEN SUBMITTED AND APPROVED BY THE PLANNING COMMISSION OF GOSHEN COUNTY IN ITS AUTHORIZED ADVISORY CAPACITY TO THE GOVERNING BODY AT THE REGULAR SCHEDULED MEETING ON THE 20th DAY OF September, 1997.
ATTEST: *[Signature]* SECRETARY
[Signature] CHAIRMAN OF THE BOARD
DATE: 9-10-97

COUNTY COMMISSIONERS:
THE FOREGOING PLAT OF STONE CREEK SUBDIVISION - PHASE A, GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 10th DAY OF September, 1997.
ATTEST: *[Signature]* COUNTY CLERK
[Signature] CHAIRMAN OF THE BOARD

TORRINGTON PLANNING COMMISSION:
THE FOREGOING PLAT OF STONE CREEK SUBDIVISION - PHASE A, GOSHEN COUNTY, WYOMING IS HEREBY APPROVED THIS 10th DAY OF September, 1997, BY THE PLANNING COMMISSION OF THE TOWN OF TORRINGTON, WYOMING, IN ITS AUTHORIZED ADVISORY CAPACITY TO THE GOVERNING BODY AT THE REGULARLY SCHEDULED MEETING ON THE 20th DAY OF September, 1997.
ATTEST: *[Signature]* TOWN CLERK
[Signature] MAYOR

WASTEWATER MANAGEMENT COMMITTEE:
THE FOREGOING PLAT OF STONE CREEK SUBDIVISION - PHASE A, GOSHEN COUNTY, WYOMING HAS BEEN REVIEWED BY THE WASTEWATER MANAGEMENT COMMITTEE, AND IT IS UNDERSTOOD AND ACCEPTED THAT THE SANITARY SEWAGE FROM SAID SUBDIVISION WILL BE DELIVERED TO AND ACCEPTED BY THE "WEST HIGHWAY WATER & SEWER DISTRICT", SUBJECT TO APPROPRIATE ASSESSMENTS AND REGULATIONS.
[Signature]
JERRY CANADAY, CHAIRMAN
WASTEWATER MANAGEMENT COMMITTEE

WEST HIGHWAY WATER & SEWER DISTRICT:
THE FOREGOING PLAT OF STONE CREEK SUBDIVISION - PHASE A, GOSHEN COUNTY, WYOMING HAS BEEN REVIEWED BY THE "WEST HIGHWAY WATER & SEWER DISTRICT", AND IT IS UNDERSTOOD AND ACCEPTED THAT THE SANITARY SEWAGE FROM SAID SUBDIVISION WILL BE DELIVERED TO AND ACCEPTED BY THE "WEST HIGHWAY WATER & SEWER DISTRICT", SUBJECT TO APPROPRIATE ASSESSMENTS AND REGULATIONS.
[Signature]
JERRY CANADAY, CHAIRMAN
WEST HIGHWAY WATER & SEWER DISTRICT



DECLARATION OF PROTECTIVE COVENANTS
STONE CREEK

805570
STATE OF WYOMING } 88
COUNTY OF GOSHEN }
RECORDED 9-26-1997
AT 1:00 O'CLOCK P.
BOOK 580 PAGE 147
WHEELER, R. GRAYSON
GOSHEN COUNTY CLERK

KNOW ALL MEN BY THESE PRESENTS:

That Thomas W. Feeser and Susan M. Feeser, husband and wife, of Goshen County, Wyoming, being the owners of all of the lots and land in:

^{14 TWF}
Tracts 1 through 38 and One Community Tract of Stone Creek, 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 Stone Creek 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. No modular homes may be placed or erected on said real property.

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, except that duplexes may be permitted if they comply with all legal rules and

regulations and if they are first approved by the Committee of Stone Creek as hereinafter provided.

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 Stone Creek 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.

E. All pertinent structures, for the housing of animals allowed hereunder and pens therefore, shall be attractive and conform and harmonize with the external design of the dwelling upon the lot and existing structures in Stone Creek.

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. In the case of duplexes, if any, these figures shall be multiplied by at least 2. Owners may only use earth tone colors on their 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 Stone Creek.

J. Garbage containers shall be covered and kept inside until disposed of at central collection point maintained by Stone Creek Homeowner's Association.

K. The owner of each tract shall control the weeds and all noxious plants on his tracts, 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 harassing 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. 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 that may be designated by the Committee of Stone Creek.

O. No buildings for residential use shall exceed thirty-five (35) feet to the top line of the roof joist from average grade at side elevation.

P. 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.

Q. No building shall be erected, 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 Thomas W. Feeser and Susan M. Feeser, which committee shall be hereinafter designed as Committee of Stone Creek. In the event of the death, resignation or inability to act of any member of said Committee, the remaining member 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 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 Stone Creek, 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.

R. 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 Stone Creek, 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.

S. These covenants, restrictions and conditions shall run with the land and it shall be binding upon all parties and all persons claiming until SEPTEMBER 30, 2007 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 Stone Creek it is agreed to change said covenants in whole or in part. Each owner shall be entitled to one vote for each lot owned and one-half vote for the owner of a portion of a divided lot, except in the case of duplexes where each one-half of the duplex is owned by a separate owner or owners, in which case the owner of each one-half interest shall be entitled to one vote.

T. Upon the formation for an Owner's Association as set forth below, the Owners shall convey to said Association the "Community Tract" designated on the recorded plat at no additional cost.

U. Invalidation of any of these covenants or parts 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

After Owners have sold three tracts of land, there shall be formed an Owner's Association for the purpose of developing and operating the subdivision. 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 owners 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 hereof 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 community water system, community sewer system, roads, paving, and parks or other public utilities which may be designated in its agreement and any other future improvements.

It is further understood and agreed that if it is decided by a majority of the lot owners to pave the streets located within the subdivision, that each lot owner will be responsible for 1/38 of the total cost of said paving.

It is further understood and agreed that the subdivision is going to be completed in three phases. All lot owners within the entire subdivision, regardless of which phase their lot or lots is in, shall belong to the same Owners Association.

IN WITNESS WHEREOF, the undersigned owners of Stone Creek do hereby cause this instrument to be executed this 11 day of SEPTEMBER 1997.


Thomas W. Feeser


Susan M. Feeser

ACKNOWLEDGEMENT ON FOLLOWING PAGE

STATE OF WYOMING)
) SS
COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by Thomas W. Feeser and Susan M. Feeser, husband and wife, this 11th day of September, 1997.

Witness my hand and official seal.

Sheila Johnson
Notary Public

My Commission Expires: 06/03/98

