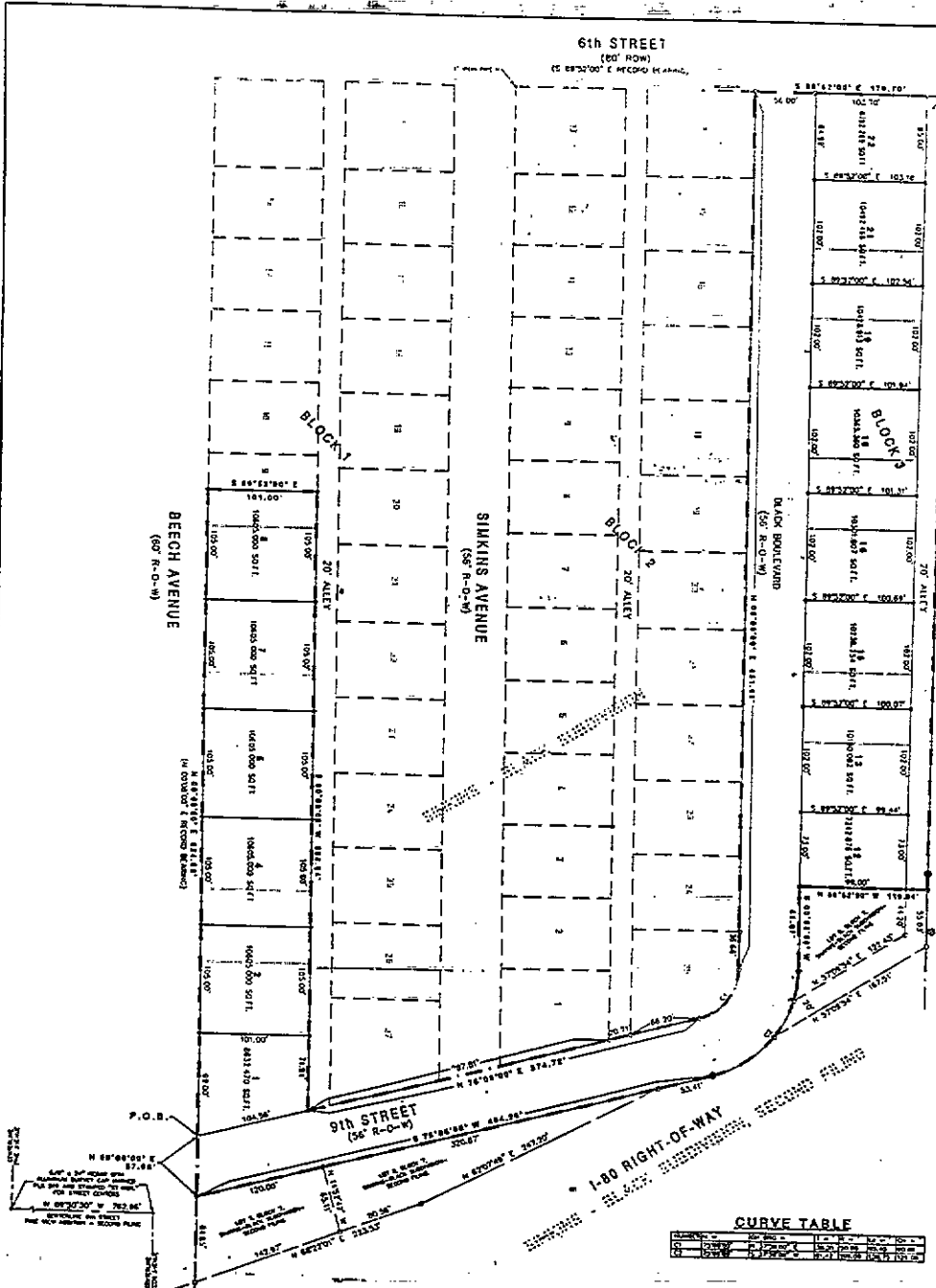




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SCALE: 1" = 60'

ALL BEARINGS ON THIS PLAT ARE BASED ON THE CENTERLINE OF 6TH STREET RECORD BEARING OF N 89°30'00" W FROM THE OFFICIAL PLAT OF THE 1912 1/2 AC ADDITION - SECOND PLATING, TOWN OF PINE BLUFFS, LARAMIE COUNTY, WYOMING, INSTRUMENT NO. 3187 OF THE LARAMIE COUNTY RECORDS AND THE RECORD BEARING SHOWN THEREON THE OFFICIAL PLAT OF THE 1912 1/2 AC ADDITION - SECOND PLATING, TOWN OF PINE BLUFFS, LARAMIE COUNTY, WYOMING OF THE LARAMIE COUNTY RECORDS AND HAVE BEEN MADE IN ACCORDANCE HERETO BY PLANE SURVEYING METHODS.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING)
 COUNTY OF LARAMIE)

I, ROBERT W. TAYLOR, a duly licensed land surveyor in the State of Wyoming, hereby certify that this plat of the "SIMKINS-BLACK SUBDIVISION - THIRD FILING" is a true and correct representation of the actual survey conducted by me in accordance with the provisions of the Wyoming Statutes, and that this plat correctly and accurately represents said survey of land shown hereon.

ROBERT W. TAYLOR
 Surveyor

DESCRIPTION OF 'SIMKINS-BLACK SUBDIVISION - THIRD FILING'

THAT PART OF THE "SIMKINS-BLACK SUBDIVISION", IN THE WESTERLY SECTION 14, T41N, R10W, 6TH P.M., TOWN OF PINE BLUFFS, LARAMIE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID "SIMKINS-BLACK SUBDIVISION", AS SHOWN ON THE OFFICIAL PLAT, INSTRUMENT NO. 3187 OF THE LARAMIE COUNTY RECORDS.

THENCE N 07°00'00" E, ALONG THE EAST RIGHT-OF-WAY OF BEECH AVENUE, A DISTANCE OF 434.00 FEET TO A POINT;

THENCE S 89°30'00" E, A DISTANCE OF 100.00 FEET TO A POINT;

THENCE S 07°00'00" E, A DISTANCE OF 304.94 FEET TO A POINT;

THENCE N 72°00'00" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF BLACK AVENUE IN THE APPROXIMATELY "SIMKINS-BLACK SUBDIVISION", NOW BOUND BY THE STREET OF THE "SIMKINS-BLACK SUBDIVISION", A DISTANCE OF 274.72 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT WHICH BOUNDS NORTHEASTERLY AND NORTHERLY ALONG THE CIRCULAR CURVE TO THE LEFT COINCIDENT WITH THE RIGHT-OF-WAY OF SAID 6TH STREET THROUGH A CENTRAL ANGLE OF 72°00'00"; A DISTANCE OF 68.43 FEET (CHORD BEARING OF N 27°00'00" E AND CHORD LENGTH OF 60.00 FEET) TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE N 07°00'00" E, ALONG THE WESTERLY RIGHT-OF-WAY OF SAID 6TH STREET COINCIDENT WITH THE EASTERLY BOUNDARY OF BLOCK 2 OF THE APPROXIMATELY "SIMKINS-BLACK SUBDIVISION", A DISTANCE OF 87.00 FEET TO A POINT COINCIDENT WITH THE NORTHEAST CORNER OF THE APPROXIMATELY "SIMKINS-BLACK SUBDIVISION" AND THE TERMINUS OF THE WESTERLY RIGHT-OF-WAY OF SAID 6TH STREET;

THENCE S 89°30'00" E, ALONG THE SOUTH RIGHT-OF-WAY OF 6TH STREET, A DISTANCE OF 176.70 FEET TO A POINT;

THENCE S 07°00'00" W, ALONG THE EAST BOUNDARY OF THE APPROXIMATELY "SIMKINS-BLACK SUBDIVISION", A DISTANCE OF 100.00 FEET TO A POINT;

THENCE N 82°00'00" W, A DISTANCE OF 176.00 FEET TO A POINT;

THENCE S 07°00'00" E, ALONG THE EAST RIGHT-OF-WAY OF SAID 6TH STREET, A DISTANCE OF 81.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE CIRCULAR CURVE TO THE RIGHT COINCIDENT WITH THE RIGHT-OF-WAY OF SAID 6TH STREET THROUGH A CENTRAL ANGLE OF 72°00'00"; A DISTANCE OF 138.70 FEET (CHORD BEARING OF S 37°00'00" W AND CHORD LENGTH OF 120.00 FEET) TO THE POINT OF TANGENCY OF SAID CURVE;

THENCE S 72°00'00" W, ALONG THE SOUTH RIGHT-OF-WAY OF SAID 6TH STREET, A DISTANCE OF 33.41 FEET TO A POINT COINCIDENT WITH THE EAST CORNER OF LOT 6, BLOCK 7 OF THE "SIMKINS-BLACK SUBDIVISION - SECOND FILING", TOWN OF PINE BLUFFS, LARAMIE COUNTY, WYOMING, OF THE LARAMIE COUNTY RECORDS;

THENCE CONTINUING S 72°00'00" W, ALONG THE SOUTH RIGHT-OF-WAY OF SAID 6TH STREET, A DISTANCE OF 202.87 FEET TO A POINT COINCIDENT WITH THE NORTH CORNER CORNER OF LOT 7 AND LOT 8, BLOCK 7 OF THE APPROXIMATELY "SIMKINS-BLACK SUBDIVISION - SECOND FILING";

THENCE CONTINUING S 72°00'00" W, ALONG THE SOUTH RIGHT-OF-WAY OF SAID 6TH STREET, A DISTANCE OF 120.00 FEET TO A POINT COINCIDENT WITH THE NORTHWEST CORNER OF LOT 7, BLOCK 7 OF THE APPROXIMATELY "SIMKINS-BLACK SUBDIVISION - SECOND FILING", AND TERMINUS OF THE SOUTH RIGHT-OF-WAY OF SAID 6TH STREET;

THENCE N 07°00'00" E, ALONG THE EAST RIGHT-OF-WAY OF BEECH AVENUE COINCIDENT WITH THE WESTERLY TERMINUS OF SAID 6TH STREET, A DISTANCE OF 323.86 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3.44 ACRES MORE OR LESS.

DEDICATION

BEFORE ALL PERSONS BY THESE PRESENTS THAT MADISON INVESTMENTS, LTD. INCORPORATED, AN OHIO CORPORATION, TRUSTEE IN TRUST OF THE TRACT OF LAND LOCATED IN THE "SIMKINS-BLACK SUBDIVISION" IN THE TOWN OF PINE BLUFFS, COUNTY OF LARAMIE, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: DEED OF THE "SIMKINS-BLACK SUBDIVISION - THIRD FILING", HAS CHOSUN TO BE DEDICATED TO THE PUBLIC AND KNOWN AS "SIMKINS-BLACK SUBDIVISION - THIRD FILING", AND IT DOES HEREBY RESOLVE WITH ITS OFFICERS, AND THAT THE DEDICATED TRACT BEING THE "SIMKINS-BLACK SUBDIVISION - THIRD FILING" BEING KNOWN AS "6TH STREET" AS SHOWN HEREON.

ACKNOWLEDGEMENTS

MADISON INVESTMENTS - LTD. INCORPORATED

Robert W. Taylor ATTEST: *James Stuart Denton*
 Surveyor Public Notary

STATE OF WYOMING)
 COUNTY OF LARAMIE)

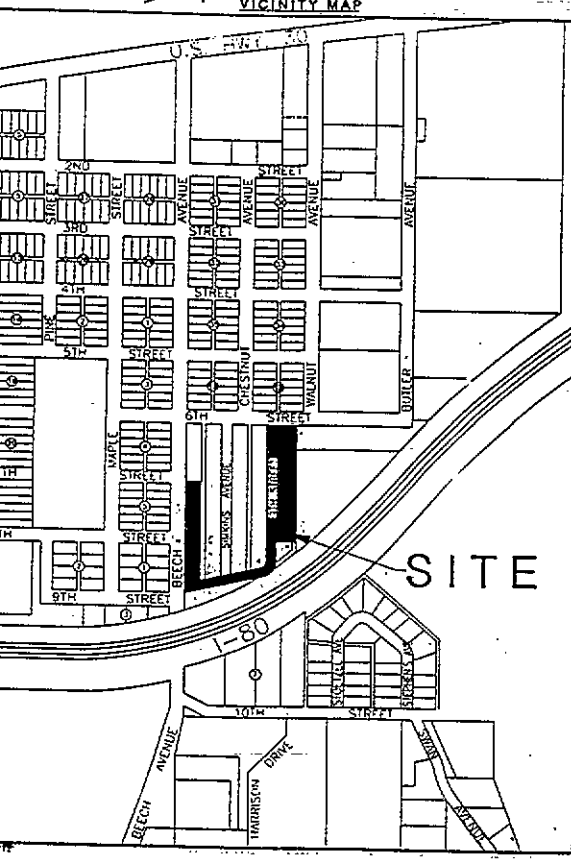
ACKNOWLEDGED BEFORE ME BY CAROL HAZEL, VICE PRESIDENT AND FINANCE MANAGER, SECRETARY OF MADISON INVESTMENTS, LTD. INCORPORATED THIS 15th DAY OF July, 2003.

NOTARY PUBLIC *Robert W. Taylor*
 MY COMMISSION EXPIRES: 10/01/04

APPROVALS

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PINE BLUFFS THIS 15th DAY OF July, 2003.

Richard Johnson ATTEST: *Deanna J. Wilbur*
 Mayor Public Notary



LEGEND

- LOT LINE OUTSIDE THE REPLATED AREA
- LOT LINE WITHIN THE REPLATED AREA
- LOT LINE WICATED
- BOUNDARY OF SIMKINS - BLACK SUBDIVISION - THIRD FILING
- 1-80 RIGHT-OF-WAY
- 3/8" x 2" BEARER WITH ALUMINUM CAP MARKED PER 3091 - SET THIS SURVEY
- MONUMENT - FOUND THIS SURVEY DESCRIBED AS SHOWN
- RIGHT-OF-WAY MONUMENT - FOUND THIS SURVEY

FILING RECORD

Subdivision 3187-11
 The State of Wyoming)
 County of Laramie)

AD 3003

Robert W. Taylor
 Surveyor

FINAL PLAT OF THE SIMKINS - BLACK SUBDIVISION - THIRD FILING

A REPLAT OF LOTS 1-6, BLOCK 11; LOTS 12-22, BLOCK 3, "SIMKINS - BLACK SUBDIVISION", TOWN OF PINE BLUFFS, LARAMIE COUNTY, WYOMING.

A SUBDIVISION IN PART OF THE W/2, SW/4, SECTION 14, T41N, R10W, OF THE 6TH P.M.

BENCH MARK

OWNER: JAMES STUART DENTON
 CHECKED BY: JAMES STUART DENTON
 DATE: JUNE 26, 2002

DECLARATION OF PROTECTIVE COVENANTS

SIMKINS BLACK ADDITION, FILING NO. 1, an ADDITION
TO THE TOWN OF PINE BLUFFS, LARAMIE COUNTY, WYOMING.

T. P. BLACK & SON, INCORPORATED,
A WYOMING CORPORATION

to

THE PUBLIC

KNOW ALL MEN BY THESE PRESENTS, That all lots and blocks of Simkins Black Addition, Filing No. 1, an Addition to the City of Pine Bluffs, Laramie County, Wyoming, as said Addition appears on the plat thereof, which is on file in the Laramie County Clerk, and are now owned and held subject to the restrictions, conditions and covenants contained in this declaration by T. P. Black & Son, Inc. a Wyoming corporation, and said owners do hereby covenant and agree that any subsequent grants of any lots and blocks of said Simkins Black Addition, Filing No. 1, shall be made subject to the covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars. No building of any kind shall be moved onto the above tracts.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.
3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon levels prevailing on the date these covenants are recorded, it being the intention and purposes of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 864 square feet for a one-story dwelling and 700 square feet for a one and one half story dwelling.
4. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 55 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot. In the event a house is turned on a corner lot to face the side street the setback line at the front of the lot shall be 25 feet and the setback line at the side of the lot shall be 25 feet.
5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5000 square feet.
6. NUISANCE. No noxious or offensive activity shall be carried on upon any lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except for lumber shed, shop, office building and one-trailer house during construction period.
8. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
9. **FENCES.** Yard fences, walls, or hedges, may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing.
10. **LIVESTOCK, AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
11. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
12. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than 5 square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.
13. **MEMBERSHIP.** The architectural control committee is composed of John W. Black, Ronald M. Vontz, Raymond W. Woods, and T. P. Black, all of Cheyenne, Wyoming. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
14. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it. This failure shall in no way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, restrictions contained herein.
15. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
16. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Signed at Cheyenne, Wyoming, this 17th day of January, 1961.

T. P. BLACK AND SON, INC.

By John W. Black, President

Attest: C. N. Bloomfield, Jr.
Secretary.

(CORPORATE SEAL)

Acknowledged January 17, 1961, by John W. Black, President of said Corporation, by authority of its Board of Directors, before Claude E. Morrow, a Notary Public in Laramie County, Wyoming. (Notarial Seal)
Commission expires December 19, 1964.

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