

CERTIFICATION OF DEDICATION & TITLE

WHEREAS, ALL THE LANDS HEREIN DESCRIBED WERE DONATED TO THE CITY OF... AND THE CITY OF... HAS ACCEPTED THE SAME... AND THE CITY OF... HAS ACCEPTED THE SAME...

DECEASED THE E.E. AND O. OSTER...  
STATE OF TEXAS...  
COUNTY OF...  
I, the undersigned, being a duly qualified and sworn...  
do hereby certify that the above described lands...

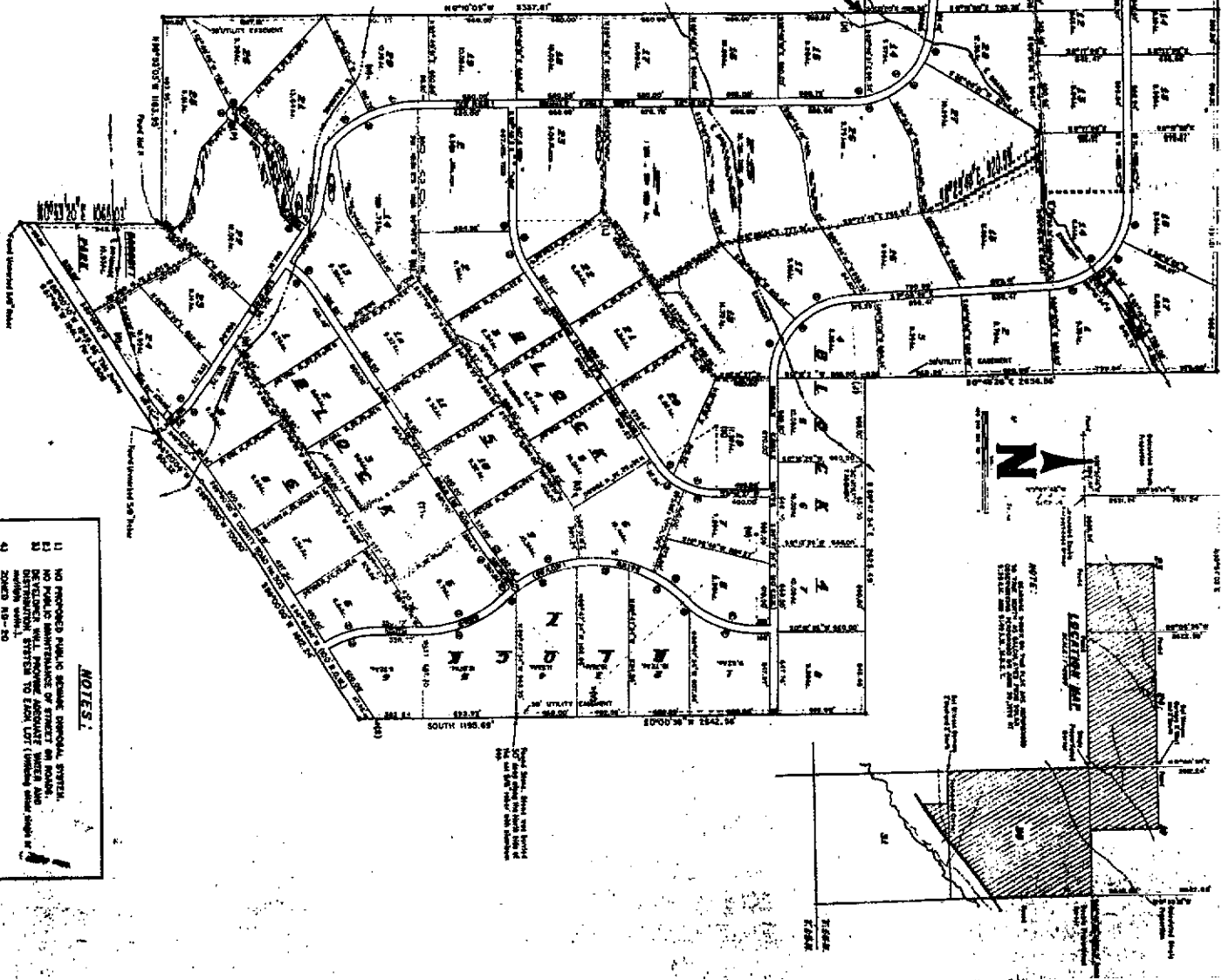
SURVEYOR'S CERTIFICATE  
I, the undersigned, being a duly qualified and sworn...  
do hereby certify that the above described lands...

CERTIFICATE OF COUNTY ENGINEER / PLANNING OFFICE  
I, the undersigned, being a duly qualified and sworn...  
do hereby certify that the above described lands...

PLANNING COMMISSIONER CERTIFICATE  
I, the undersigned, being a duly qualified and sworn...  
do hereby certify that the above described lands...

COUNTY COMMISSIONER'S CERTIFICATE  
I, the undersigned, being a duly qualified and sworn...  
do hereby certify that the above described lands...

CITY OF...  
I, the undersigned, being a duly qualified and sworn...  
do hereby certify that the above described lands...



- NOTES:  
1. NO PROPOSED PUBLIC UTILITY...  
2. NO PROPOSED PUBLIC UTILITY...  
3. NO PROPOSED PUBLIC UTILITY...  
4. NO PROPOSED PUBLIC UTILITY...  
5. NO PROPOSED PUBLIC UTILITY...

Table with columns for 'LOT', 'ACRES', 'SECTION', 'TOWNSHIP', 'RANGE', 'COUNTY', 'STATE'. It lists various land parcels with their respective details.

PREPARED BY  
GEOGRAPHICAL ENGINEERING & RESEARCH, INC.  
1000 WEST 12TH STREET  
DALLAS, TEXAS 75204  
TELEPHONE 734-1234

WARRANTY DEED WITH RELEASE OF HOMESTEAD

ANNA IRENE TROWBRIDGE, a widow, Grantor, of Carbon County and State of Wyoming, for and in consideration of other good and valuable consideration and the sum of Ten Dollars (\$10.00) in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT to SALLY I. CROW, formerly Sally I. Holbert, a married woman, Saratoga, Wyoming, Grantee, of Carbon County, State of Wyoming, the following-described real estate, situate in Carbon County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Township 15 North, Range 83 West of the 6th P.M.,  
Carbon County, Wyoming

Section 6: NW $\frac{1}{4}$

Township 16 North, Range 83 West of the 6th P.M.,  
Carbon County, Wyoming

Section 31: S $\frac{1}{2}$ ; E $\frac{1}{2}$ N $\frac{1}{2}$ ; W $\frac{1}{2}$ N $\frac{1}{2}$ ; SE $\frac{1}{4}$ N $\frac{1}{2}$

Section 32: SW $\frac{1}{4}$ N $\frac{1}{2}$

(712 acres)

Together with BLM lease in the W $\frac{1}{2}$ N $\frac{1}{2}$  of Section 31,  
Township 16 North, Range 83 West, and all water rights,  
ditch rights and reservoir rights,

EXCEPTING AND RESERVING to the Grantor one-half ( $\frac{1}{2}$ ) of  
all oil and other minerals in, on, or beneath the above-  
described premises, together with the right of ingress  
and egress for the purpose of mining for, exploring, and  
removing the same.

EXCEPTING and excluding the following-described real property:

A tract of land in the N $\frac{1}{2}$  of Section 31, Township 16 North,  
Range 83 West of the 6th P.M., Carbon County, Wyoming, and  
more particularly described as follows:

Beginning at a point that bears S48°04'49"E, a distance of  
1593.09 feet from the Northwest corner of said Section 31,  
monumented with a 5/8" rebar, said point being on the West  
line of the East  $\frac{1}{2}$  Northwest  $\frac{1}{4}$  of said Section 31:

Thence N57°06'E, a distance of 1941.3 feet along the South  
right of way of County Road 303, to a point on the North  
line of said Section 31 to a point, monumented with a 5/8"  
rebar;

Thence S89°48'E, a distance of 828.0 feet along the North  
line of said Section 31 to a point, monumented with a 5/8"  
rebar;

Thence S1°03'E, a distance of 90.0 feet to a point, monumented  
with a 5/8" rebar;

Thence S55°12'W, a distance of 3058.7 feet to a point on the  
East line of the Northwest one quarter of said Section 31,  
monumented with a 5/8" rebar;

Thence N0°00'W, a distance of 784.2 feet to the point of  
beginning, said tract containing 35.930 acres, more or less,  
said tract being bounded on the West by the East boundary line  
of the W $\frac{1}{2}$ N $\frac{1}{2}$  in said Section 31, as said tract is shown in  
survey map hereto attached and made a part hereof.

Restrictions indicating a preference,  
limitation or discrimination based  
on race, color, religion, sex, handicap,  
familial status, or national origin are  
hereby deleted to the extent such  
restrictions violate 42 USC 3604(c).



IT IS UNDERSTOOD AND AGREED that this conveyance is made and accepted, and the real property is hereby granted, on and subject to the following covenant which shall apply to and run with the conveyed land; that said covenant which shall run with the land is that the real property herein conveyed shall never be subdivided into smaller tracts of less than five (5) acres per tract.

WITNESS my hand this 24th day of April, 1979.

Anna Irene Trowbridge  
Anna Irene Trowbridge

STATE OF WYOMING )  
ARIZONA )  
County of CARBON ) ss.

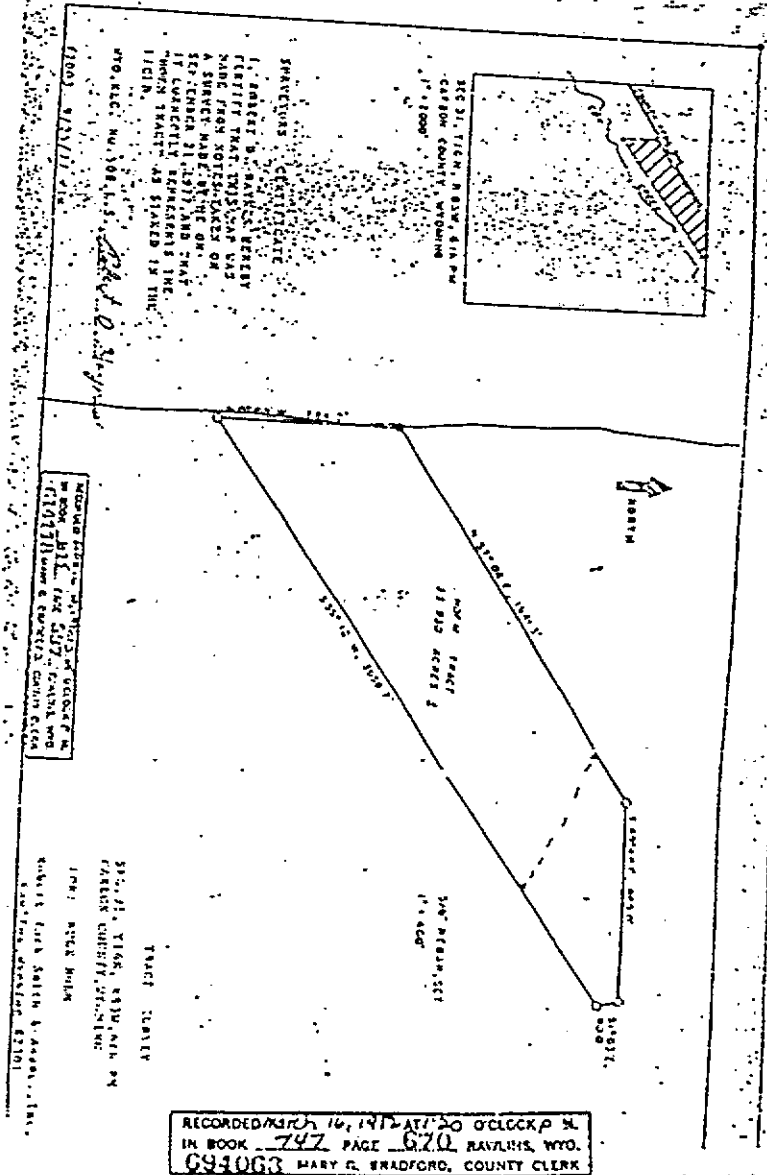
The foregoing instrument was acknowledged before me by ANNA IRENE TROWBRIDGE this 24th day of April, 1979.

WITNESS my hand and official seal.

In Office Notary Public  
COUNTY of State of  
CARCH Wyoming  
My Comm. Expires Nov 23, 1979

W. Chadwick  
Notary Public

My Commission expires: Nov 23, 1979



SECTION 21, T10N, R10W, E10W  
 CARBON COUNTY, WYOMING  
 11.810 ACRES  
 1.000 ACRES

RECORDING EXHIBIT NO. 108, L.S. 1912  
 IN BOOK 747, PAGE 670, CARBON CO., WYO.

RECORDED/March 16, 1912 AT 10 O'CLOCK P.M.  
 IN BOOK 747 PAGE 670 RAVALLI, WYO.  
 694063 MARY G. BRADFORD, COUNTY CLERK

TRACT SURVEY  
 SECTION 21, T10N, R10W, E10W  
 CARBON COUNTY, WYOMING  
 1912 BY J. O. SMITH

STATE OF WYOMING )  
                          ) SS.  
County of Carbon )

TO THE PUBLIC.

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR  
BAGGOTT ROCKS FIRST FILING  
A SUBDIVISION IN CARBON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth  
by SALLY I. CROW of Carbon County, Wyoming, hereinafter referred to  
as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in  
Carbon County, State of Wyoming, which is more particularly des-  
cribed upon the plat map as the same that is filed for record with  
the County Clerk and Recorder of Deeds for Carbon County, Wyoming,  
in connection with the Subdivision designated BAGGOTT ROCKS FIRST  
FILING, situate in Carbon County, Wyoming, as the same is described  
in Exhibit "A", attached hereto and incorporated herein by reference,  
and;

WHEREAS, Declarant desires to place certain restrictive  
and protective covenants on the Lots which comprise BAGGOTT ROCKS  
FIRST FILING for the betterment of the health, safety, and welfare of  
the owners and occupants of said Lots;

NOW THEREFORE, Declarant hereby declares that all of the  
property described above shall be held, sold and conveyed subject  
to the following easements, restrictions, covenants, and conditions,  
which are for the purpose of protecting the value and desirability  
of all of the Lots comprising BAGGOTT ROCKS FIRST FILING and hereby  
specifying that these declarations shall constitute covenants not  
merely personal, but covenants the benefits and burdens of which  
run with all of the land and binding upon all parties having any  
right, title or interest in the land or any part thereof, their  
heirs, successors and assigns, and shall inure to the benefit of  
each owner of land in the BAGGOTT ROCKS FIRST FILING Subdivision.

I.

DESIGNATION OF LOTS

1) All lots in BAGGOTT ROCKS FIRST FILING are hereby  
designated single family residential lots. No lot shall be used  
except for residential purposes. No building shall be erected,



Restrictions indicating a preference,  
limitation or discrimination based  
on race, color, religion, sex, handicap,  
familial status, or national origin are  
hereby deleted to the extent such  
restrictions violate 42 USC 3604(C).

altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage for not more than four cars, and one additional structure for storage or for housing animals within the limits of these covenants. No lot shall be resubdivided into smaller lots or conveyed or encumbered in less than full and original dimensions as originally conveyed by the persons executing the covenants, except on the approval of the committee as herein provided for approval of construction of improvements on said lots.

## II.

DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any lot on the ground floor area of the main structure, exclusive of porches, basements and garages, of which is less than Twelve Hundred (1,200) square feet for a one store building or One Thousand (1,000) square feet for a dwelling of more than one story, provided that the total square footage area of a dwelling more than one story is not less than Two Thousand (2,000) square feet.

## III.

ARCHITECTURAL CONTROL

No building, structure, fence, or other improvement shall be erected, placed or altered on any lot until the construction plans and specifications and site plan showing the location of the structure(s) have been approved by the Development Committee (provided for herein) as to quality of workmanship and materials, harmony of external design, color, and materials with existing, contemplated and previously approved structures, and as to location with respect to topography and finished grade elevation.

## IV.

SETBACK REQUIREMENTS

With respect to those lots designated single family residential, no building or part thereof shall be located nearer than fifty (5) feet to any lot line or street.

## V.

NUISANCES

No noxious or offensive activities 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.

## VI.

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used upon any lot at any time as a residence, either temporarily or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient or incidental to the construction of a permanent structure upon said lot.

## VII.

SIGNS

No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs being used by a builder to advertise the property during the construction and sales period.

## VIII.

LIVESTOCK

Animals are permitted so long as the number, type or habitat of the animals do not become offensive or a nuisance to the neighborhood. No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision; the owner of each lot shall be required to keep all animals which he owns within the confines of that lot.

## IX.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition.

## X.

All construction on lots within the Subdivision shall be

new, and no building or buildings may be moved from other locations onto the lots. No mobile homes or homes with factory-installed axles or wheels whether removable may be placed upon any lot in the Subdivisions provided, however, that modular homes may be placed upon said lots provided that said homes are placed on permanent foundations or basements and shall not have flat roofs.

## XI.

NO PROVISION IS MADE IN BAGGOTT ROCKS FIRST FILING FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS. No individual sewage disposal system shall be permitted on any lot unless said system is located, constructed and equipped on accordance with the standards, requirements and recommendations of state law, and such regulations of Johnson County or any regulatory agency of the State of Wyoming as may be promulgated and in effect and approved by the Development Committee. Approval of said systems as installed shall be first obtained from such authorities.

## XII.

EASEMENTS FOR UTILITIES AND SURFACE DRAINAGE

1) Easements for the installation, repair, re-installation, replacement and maintenance of utilities are reserved as provided in the recorded plat of BAGGOTT ROCKS FIRST FILING. The said utility easements are hereby dedicated, granted and conveyed to all public utilities and cable television suppliers, privately or publically owner, now or hereafter providing utility and television services to BAGGOTT ROCKS FIRST FILING or any lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing, re-installing, replacing and maintaining water, sewer, electrical, gas, communications, television and other utility services within BAGGOTT ROCKS FIRST FILING.

2) Easements for drainage are reserved as shown on the recorded plat.

3) Within all drainage and utility easements no structure, painting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the



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flow of water through drainage channels in the easements without specific approval by the development committee. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

XIII.

HORSE TRAIL ACCESS

Horse Trail Access shown on the BAGGOTT ROCKS FIRST FILING plat shall be used only for foot or horse access to the surrounding lands. Any other purpose must be approved by the development committee.

XIV.

BAGGOTT PARK

The area known as BAGGOTT PARK is to be owned and administered by the Development Committee for a period of ten (10) years. Thereafter, if recreation facilities have not been installed within the designated park area, the ownership of the parcel reverts back to Sally I. Crow, its previous owner.

XV.

FIRE PREVENTION

Spark arresters shall be installed in or on all chimneys. All heating systems shall be installed in accordance with the Board of Fire Underwriter specifications. All electrical wiring shall be installed and meet the Board of Fire Underwriter specifications. Open fires for the burning of brush and dead timber shall be prohibited except with the prior written approval of the committee.

XVI.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind or method now known or hereafter developed shall be permitted upon or in any lot or parcel nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot or parcel.

XVII.

SUBDIVISION ROADS

- 1) NO PROVISION IS MADE IN BAGGOTT ROCKS FIRST FILING FOR PUBLIC MAINTENANCE OF STREETS OR ROADS.
- 2) Lot owners are severally responsible on an equal basis for the maintenance of all dedicated roads internal to the Subdivision. The Development Committee shall, from time-to-time, as it deems necessary or desirable, employ, rent or purchase such equipment.

services and supplies to adequately maintain the roads and pay for the same from assessments on lots within BAGGOTT ROCKS FIRST FILING.

## XVIII.

ASSESSMENTS

Each lotowner is obligated to pay to the Development Committee an annual, and more frequent if necessary, and special assessments for maintenance of dedicated Subdivision roads and the administrative expenses of the committee, which are secured by a continuing lien upon the property against which the assessment is made. Assessments are due Thirty (30) days after date of mailing. Assessments not paid within Thirty (30) days after the same are due shall be considered delinquent and shall bear interest from the delinquency date at the rate of Fifteen percent (15%) per annum. The Development Committee may bring an action at law against the owner or owners obligated to pay the same or may, at the election of the committee, foreclose the lien against the property, after notice and filing of the lien in the manner provided by statute for materialman's liens. In the event delinquent assessments are placed in the hands of an attorney for collection or foreclosure interest, costs and attorneys fees shall be added to the amount to be recovered.

## XIX.

DEVELOPMENT COMMITTEE

There is hereby established a Development Committee which shall have the following duties and powers.

## 1) Purpose:

a) To provide for the maintenance, repair and improvement of streets and roads, and common areas, if any, of BAGGOTT ROCKS FIRST FILING; and

b) To enforce the declaration of covenants for BAGGOTT ROCKS FIRST FILING; and

c) To promote the health, safety and welfare of the residents of BAGGOTT ROCKS FIRST FILING and to protect the correlative rights of the residents.

## 2) Powers:

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- a) Adopt and publish rules and regulations governing the maintenance, preservation, operation and use of:
- (1) Dedicated roads and streets within the Subdivision;
  - (2) Common Areas, if any, and facilities thereon, if any;
- b) Adopt and publish guidelines for the imposing of annual (or more frequent if necessary for operating reasons) assessments and special assessments;
- c) Suspend the right to use of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
- d) Exercise all powers, duties and authority vested in or delegated to the Development Committee by the Declaration of Restrictive Covenants;
- e) Employ a manager, an independent contractor, or such other employees as it may deem necessary, and to prescribe Restrictive Covenants;
- f) Employ, rent, hire or purchase such services, equipment and supplies upon such terms and conditions it deems appropriate, including credit, as necessary to carry out its duties as provided herein.
- g) Subject the lots to an annual (or more frequent if necessary for operating reasons) assessment or charge; which charge may be adjusted or reduced from time-to-time by the Board of Directors as the needs of the property and its operation in its judgement may require.
- h) Pass upon those matters requiring its approval as provided herein.
- i) To act as arbitrator for any disputes arising between lot owners in BAGGOTT ROCKS FIRST FILING regarding the interpretation of these covenants.
- j) Maintain such checking or saving accounts as it deems necessary to fulfill its functions.
- k) To perform such other functions as are necessary and appropriate.

## 3) Duties:

a) Cause to be kept a complete record of all its acts and affairs and to present an annual statement thereof to lot owners on December 31 of each year or when such statement is required in writing by one-fourth (1/4) of the lot owners.

b) Supervise all contractors, agents and employees and to see that their duties are properly performed.

c) Fix the amount of the annual (more frequent if necessary) and special assessments, send written notice of each assessment to every owner subject thereto and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

d) Issue, or to cause to issue, upon demand by any person, a certificate setting forth whether or not any assessment had been paid. A reasonable charge may be made for the issuance of these certificates.

e) Cause the streets, roads, and common areas, if any, to be maintained for the use and benefit of owners.

## 4) Membership:

The Development Committee is composed of John V. Crow, Sally I. Crow and Maynard Hoem. The members of the first committee shall act for a period of five (5) years from the date of the recording of this instrument and thereafter the committee shall be elected annually on the first Monday of July by a majority vote of the property owners of BAGGOTT ROCKS FIRST FILING Subdivision with one vote being allowed for each lot or parcel therein. A majority of the committee may designate a representative to act for it. In the event of death or resignation or 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.

## 5) Procedure:

The committee's approval or disapproval as required

in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (3) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

XX.

GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them, and all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each. It is, however, provided, that the owners of not less than seventy-five (75) percent of the record fee title owners of lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Carbon County, Wyoming. The recorded certificate of an abstractor doing business in Carbon County, Wyoming, as to the record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

XXI.

ENFORCEMENT

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within BAGGOTT ROCK FIRST FILING is taken as an assent to be bound by these covenants during the period of ownership and an agreement to pay all assessments, attorneys fees, costs and interests as provided herein. Declarants, the Development Committee, or the

owner of any of the lots shall have the right to sue for and obtain injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages. The failure of Declarant or of the owner of any of the other lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorneys fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

XXII.

ENFORCEMENT BY COUNTY

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Board of County Commissioners for Carbon County, Wyoming, be in the public interest, be enforced in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorneys fees shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

XXIII.

SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner effect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set her hand this 8<sup>th</sup> day of March, 1977

*Sally I. Crow*  
 \_\_\_\_\_  
 SALLY I. CROW

STATE OF WYOMING )  
 ) SS.  
 County of Carbon )

The foregoing instrument was acknowledged before me this

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8<sup>th</sup> day of March, 1978, by SALLY I. CROW.

WITNESS my hand and official seal.

*Mary Bradford*  
Notary Public  
March 12, 1978

*Mary I. Bradford*  
Notary Public

STATE OF WYOMING, }  
Barren County, }  
636728  
Filed for record on this 12<sup>th</sup> day  
of March, A. D. 1978 at 11:30  
of such A.M. and recorded in Book 694  
page 843  
*Mary I. Bradford*  
Notary Public, County Clerk and Creating Register of Deeds  
*Margaret E. Jordan*