

PROTECTIVE COVENANTS
LOTS 43-67, BEARTOOTH ESTATES INC. 5TH FILING
PARK COUNTY, WYOMING

THESE COVENANTS made and entered into this 6th day of February, 1995 by and between all persons now owning any right, title, interest or equity in and to those lands described as follows, to-wit:

Lots 43-67 of the Beartooth Estates Inc, Subdivision, 5th filing, in this City of Powell, Park County, Wyoming.

W I T N E S S E T H

1. 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. Approval shall be obtained as hereinafter provided.

2. Architectural Control Committee. The Architectural Control Committee shall be composed of James R. Stebner, Francis C. Gillette, and George Gehrman of Powell, Wyoming. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of this 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, a majority of the record owners of Lots 33 through 42 of the Beartooth Estates Subdivision in the City of Powell, Park County, Wyoming, 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 power and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative(s) fail to approve or disapprove within thirty 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.

3. Boats, trailers, etc. No boat, trailer, camper, house trailer or similar vehicle and equipment shall be stored or parked in the street adjoining any lot for a period in excess of 2 weeks, such will be deemed to constitute a nuisance.

4. Easements. Lots shall have an easement in the rear ranging from 10 to 20 feet for the purpose of electrical delivery, telephone service and Cable TV. Lot owners understand and agree not to build any permanent structure over said easement. In the event fences are installed, they will be built in such a manner as to allow removal between lots in the easement areas. Permanent landscaping, such as trees that could harm underground wiring, should not be planted in said easements.

5. Garbage collection. Garbage collection will be in front of the property and property owner agrees to roll out garbage containers to the site designated by the City of Powell Collection Department for pick up.



IN WITNESS WHEREOF, the undersigned, being the holder of record title of all of the lands above-described, has hereunto set its hand as of the _____ day and year first above-written.

C. Gillette

BEARTOOTH ESTATES, INC.

Wesley Metzler

President

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

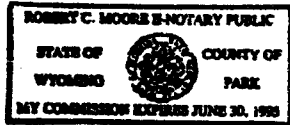
The foregoing instrument was acknowledged before me by Wesley J. Metzler and Francis C. Gillette, on the date and year first above-mentioned.

Witness my hand and official seal.

Robert C. Moore Jr

Notary Public

My commission expires:



INST# 344904 BOOK 0262 PAGE 0308
RECORDED 03/09/98 AT 02:16
BY: MARY LOU LINESAY, DEPUTY
FEE: \$4.00
MARIE FORTINNE, PARK COUNTY CLERK

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