

THESE COVENANTS, made and entered into this 16th day of April, 1963 by and between Lauren E. Crawford and Delaney Crawford, previously of Powell, Park County, Wyoming and now of Sacramento, California. WITNESSETH:

WHEREAS the parties hereto are the sole owners of all right, title, interest or equity in and to the tract of lands described as follows, to-wit:

All of the east 490 feet of Lot Seventy-five A (75-A) in Township Fifty-five (55) North, Range Ninety-nine (99) West of the Sixth Principal Meridian in Park County, Wyoming, and

WHEREAS said owners intend to sell and convey certain portions of said tracts to be used for residential and farming purposes only,

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties hereto being the sole owners of said tract herein described, as follows:

1. That any portion of said tract hereafter sold and conveyed shall be used solely for residential or farming purposes.

2. That any portion of said tract hereafter sold and conveyed shall not at any time by any future owner be occupied or used for any commercial or industrial purpose or for a feed-lot, or slaughterhouse, and no such business shall be conducted thereon.

3. That any portion of said tract hereafter sold and conveyed shall not have any dwelling erected thereon which contains less than one thousand (1,000) feet of floor area.

4. That any portion of said tract hereafter sold and conveyed shall have only new construction or alteration of existing construction permitted thereon, and that any basement house used as such without a structure thereon, any building re-located thereon or moved from any other location, and any temporary house on such premises be, and the same is hereby prohibited;

These protective covenants shall be construed as a covenant running with the land.

IN WITNESS WHEREOF, the respective parties have hereunto affixed their hands this 16th day of April, A. D., 1963.

Lauren E. Crawford
Delaney Crawford

THE STATE OF CALIFORNIA

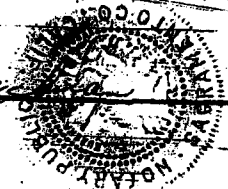
County of Sacramento

SS.

On this 16th day of April, 1963, before me personally appeared Lauren E. Crawford and Delaney Crawford, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the uses and purposes therein set forth.

Marie A. Chubb
Notary Public

My commission expires 10/4/64



320/277

CRAWFORD SUBDIVISION, A SUBDIVISION OF A PORTION OF THE
NE 1/4 NE 1/4 ALL IN LOT 75, TOWNSHIP 55 NORTH, RANGE 99 WEST
OF THE 6th P.M., PARK COUNTY, WYOMING.

BUILDING RESTRICTIONS

WHEREAS, Powell Development Co., Robert A. Lofland and Claudine L. Lofland, husband and wife, and Gail B. Harris and Theda M. Harris, husband and wife, are the owners of all the lots in the CRAWFORD SUBDIVISION, a subdivision in Park County, above described, and desire to establish in said subdivision an exclusive residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and each home owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner:

NOW, THEREFORE, in consideration of the premises, the undersigned, Powell Development Co., Robert A. Lofland and Claudine L. Lofland, and Gail B. Harris and Theda M. Harris, do hereby impose upon the lots of said CRAWFORD SUBDIVISION, a subdivision of Park County, Wyoming, the following protective covenants and restrictions, to-wit:

- a. Upon any lot in said CRAWFORD SUBDIVISION, no structures shall be erected, altered, placed or permitted to remain on any residential building lot, other than one detached single-family dwelling not to exceed two stories in height, split-level, and two stories on a tri-level, and a private garage for not more than three cars, Lot 1 being excluded from these covenants so long as Lot 1 complies with the zoning ordinances of the City of Powell. Split-level, one or two story houses only are permitted in this subdivision. Any other type of house or residence structure not complying herewith may be built only after unanimous approval of the Architectural Control Committee.
- b. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer

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than 10 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 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 on each street shall be 25 feet. All construction shall be new and no building shall be moved from outside said subdivision and placed on any lot therein. No building shall be located on any building site whose boundaries do not fall on lot lines as shown on the recorded plat in the office of the County Clerk, Park County, Wyoming.

- c. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 12,000 square feet, or a width of less than 100 feet at the front building setback line.
- d. No store, shop, repair shop, storage, or repair garage, restaurant, dance hall, or other public place of amusement, or any business or commercial enterprise shall be carried on or conducted upon any lots in said addition, nor shall anything be done on any of said lots which may be an annoyance or nuisance to the neighborhood.
- e. (1) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(2) Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be

parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period for more than 24 hours at any one time or as a repeated matter of practice.

- f. (1) No lot and dwelling having a ground floor area of less than 1200 square feet, shall be permitted on any lots in said subdivision.
- (2) The floor areas of residences to be constructed in said subdivision shall be exclusive of one-story open porches and garages, and the ground floor areas, above mentioned, may be reduced in each of the aforementioned instances by one-third in split-level construction, and by one-half in tri-level construction, provided, however, that the total floor area in split-level and tri-level construction shall not be less than the ground floor areas above mentioned.
- g. Yard fences may extend only from the rear of any lot to the rear of the house thereon and there shall be no front yard fencing, walls, hedges or mass planting. Where a house is turned on a corner lot to face the side street there shall be no fencing, walls, hedges or mass planting beyond the 25 foot front and side yard setback lines.
- h. No mineral rights shall pass with any of the lots sold in this subdivision. 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 on any lot. Off-set oil or gas drilling will be permitted from any nearby property.
- i. Easements for installation, and maintenance of utilities and for an electric power transmission line are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Each easement area and all improvements in it shall be maintained continuously by the owner of the lot on which the easement is located, except for those improvements for which a public authority or utility company is responsible.
- j. 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 that they are not kept, bred, or maintained for any commercial purpose.

- k. The Architectural Control Committee is composed of Robert A. Hofmann, J.E., Edward F. & John T. Dixon, and _____.

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 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.

- l. 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 30 days after plans and specifications have been submitted to it, the failure of such representative to approve or disapprove any proposed building plans shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.
- m. Lot boundaries shall be permanent and none of the lots 2 through 11 shall be further subdivided in any manner. No property, other than the south twenty feet (20') of Lots 2 and 3, within the subdivision shall be sold, assigned, transferred or otherwise conveyed except in whole lots as shown on the official recorded plat.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 1, 1999, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs,

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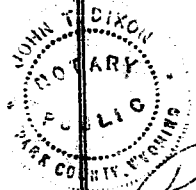
or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceeding at law, or in equity, against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them, from so doing, or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantors have caused these presents to be executed, this 31st day of August, 1967.

ATTEST:

POWELL DEVELOPMENT CO.



[Signature]
Secretary

By [Signature]
Its President

Robert A. Lofland
Robert A. Lofland

Claudine L. Lofland
Claudine L. Lofland

Paul B. Harris
Paul B. Harris

Theda M. Harris
Theda M. Harris



CORPORATION ACKNOWLEDGMENT

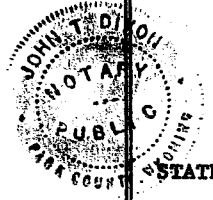
STATE OF WYOMING)
)ss
COUNTY OF PARK)

On this 31st day of August, 1967, before me appeared L. E. Crawford, to me personally known, who, being by me duly sworn, did say that he is the president of Powell Development Co., that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board

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of Directors and the said L. E. Crawford did acknowledge that the said instrument was the free act and deed of the corporation.

Given under my hand and notarial seal this 31st day of August, 1967.



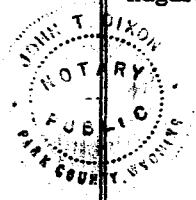
John T. Dixon
Notary Public

My commission expires on the 7th day of April, 1969.

STATE OF WYOMING)
)ss
COUNTY OF PARK)

On this 31st day of August, 1967, before me personally appeared Robert A. Lofland and Claudine L. Lofland, husband and wife, and Gail B. Harris and Theda M. Harris, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Given under my hand and notarial seal this 31st day of August, 1967.



John T. Dixon
Notary Public

My commission expires on the 7th day of April, 1969.

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207 E. 1ST
POWELL, WYOMING

STATE OF TEXAS)
) SS.
COUNTY OF HIDALGO)

LIMITED POWER OF ATTORNEY

We, Wilber W. Clark and Sue C. Clark, husband and wife, of McAllen, Hidalgo County, State of Texas, do hereby appoint Lauren E. Crawford of Sacramento, Sacramento County, California, our Attorney in Fact to negotiate, make, execute, sign, seal, acknowledge, consent to, and release as necessary any and all restrictions, improvements, and amendments to the Crawford Subdivision being all of the following described real property:

Farm Unit 75-A, more particularly described as NE 1/4 of Lot 75, T.55N., R.99W. of the 6th p.m., Park County, Wyoming together with all covenants, restrictions, limitations, and cedes, wherein Powell Development Company, Lauren E. Crawford, Delaney M. Crawford, the undersigned and others are the subdividers.

Giving and granting unto Lauren E. Crawford, said Attorney, the foregoing powers and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the aforesaid premises, as fully to all intents and purposes as we might or could do if personally present, we hereby ratify and confirm all that Lauren E. Crawford, said Attorney, shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF we have hereunto set our hands this 27th day of August, 1967.

Wilber W. Clark
Wilber W. Clark

Sue C. Clark
Sue C. Clark



STATE OF TEXAS)
) SS.
County of Hidalgo)

The foregoing instrument was acknowledged before me this 27th day of August, 1967.
Witness my hand and official seal.

My Commission expires: 6-1-69 W. B. Smith
Notary Public
W. B. Smith

Recorded Sept. 8, 1967 at 10:45 A.M.
In Book 320 Page 277 Park County, Wyo.
No. 19168 Eva E. Larson, County Clerk

SUBDIVISION AGREEMENT

THIS AGREEMENT made by and between Nelson Associates Realty, a Wyoming Corporation, of Powell, Wyoming, hereinafter called SUBDIVIDER, and the City of Powell, a Wyoming municipality, hereinafter called CITY.

WITNESSETH:

WHEREAS, SUBDIVIDER has prepared and presented to the CITY a final plat of the second filing of Crawford Subdivision, revising plats previously prepared, approved and recorded upon said subdivision and

WHEREAS, the actual development of said property is proposed to be done in phases beginning with the development of Lots 32 through 38, inclusive, 78, 29, 54 through 82, inclusive and 109 through 123, inclusive, of said Crawford Subdivision as shown upon the second filing thereof, including the alleys, streets and other areas adjacent thereto, said tract hereinafter referred to as PHASE I.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. The revised plat for all of the undeveloped portion of the Crawford Subdivision of the City of Powell has been submitted to the City and approved. The SUBDIVIDER intends and proposes that only PHASE I shall be developed and improved and sold at the present time. No part or portion of the remainder of said subdivision shall be sold or promised for sale and no building shall be constructed thereon and no building permits will be issued by the CITY for the construction of any building thereon until all improvements for such tract, required by the ordinances of the City or by this agreement to be constructed by the SUBDIVIDER have been constructed, approved and accepted by the CITY. This agreement shall not prevent the owner from selling all of the remainder of the subdivision as one single tract to a single purchaser, subject to the duties imposed upon the SUBDIVIDER by this agreement.

2. SUBDIVIDER may sell all of the lots in PHASE I as one single tract to a single purchaser, subject to the duties imposed upon SUBDIVIDER by this agreement, but otherwise, no deed shall be issued for any such lot or lots, no building shall be constructed thereon and no building permits will be issued by the CITY for the construction of any building thereon until all improvements required by this agreement or by the ordinances of the CITY to be constructed by or at the expense of the SUBDIVIDER have been constructed, approved and accepted by the CITY.