

ME
BOOK

9 PAGE 751

AFFIDAVIT
DECLARATION OF PROTECTIVE COVENANTS

STATE OF WYOMING)
) Dein:SS
COUNTY OF PARK)

Ethel A. Sheets being of lawful age and first and duly sworn according to law, depose and says:

That she is the owner of these certain lots and parcels of land more particularly described as follows:

A Tract of land containing 20.1 acres, more or less, located in Tract 1, Lot 67, T. 55 N., R. 99 W., 6th P.M., Park County, Wyoming, and said tract of land being more particularly described as follows: Beginning at a point that bears S 56° 29' W a distance of 469.0 feet from the N 1/16 corner of said Lot 67, and thence proceeding N 59° 07' W a distance of 878.5 feet to a point on the centerline of the Frannie Canal, thence Northeasterly along the centerline of the Frannie Canal a distance of 861.2 feet, thence S 5° 08' W a distance of 441.8 feet, thence S 9° 54' E a distance of 190.8 feet, thence S 32° 45' E a distance of 249.1 feet, thence S 12° 09' E a distance of 265.8 feet to the point of beginning hereinbefore described and beginning at a point that bears S 56° 29' W a distance of 469.0 feet from the N 1/16 Corner of said Lot 67, and thence proceeding S 59° 12' W a distance of 280.1 feet, thence S 53° 26' W a distance of 367.3 feet, thence N 66° 18' W a distance of 744.3 feet, thence S 56° 59' W a distance of 308.1 feet, thence S 10° 31' W a distance of 142.6 feet, thence S 44° 39' W a distance of 129.4 feet to a point on the centerline of the Frannie Canal, thence Northwesterly along the centerline of the Frannie Canal a distance of 132.3 feet, thence continuing along the centerline of the Frannie Canal Northeasterly a distance of 1193.8 feet, thence S 59° 07' E a distance of 878.5 feet to the point of beginning hereinbefore described.

That affiant herein intend to convey said Lots as owned by her and as set forth above to various purchasers by deeds, subject to the restrictive covenants on the part of the purchaser as hereinafter set forth, to the end that the restrictions therein imposed shall inure to the benefit of each and all of the purchasers of said Lots, and their respective heirs and assigns; that the invalidation of any of these Covenants by judgment or otherwise shall in no way effect any of the other provisions which shall remain in full force and effect;

That these covenants shall be and remain covenants running with the land and shall be effective with respect to:

A Tract of land containing 20.1 acres, more or less, located in Tract 1, Lot 67, T. 55 N., R. 99 W., 6th P.M., Park County, Wyoming, and said Tract of land being more particularly described as follows: Beginning at a point that bears S 56° 29' W a distance of 469.0 feet from the N 1/16 Corner of said Lot 67, and thence proceeding N 59° 07' W a distance of 878.5 feet to a point on the centerline of the Frannie Canal, thence

Northeasterly along the centerline of the Frannie Canal a distance of 861.2 feet, thence S 5° 08' W a distance of 441.8 feet, thence S 9° 54' E a distance of 190.8 feet, thence S 32° 45' E a distance of 249.1 feet, thence S 12° 09' E a distance of 265.8 feet to the point of beginning hereinbefore described and beginning at a point that bears S 56° 29' W a distance of 469.0 feet from the N 1/16 Corner of said Lot 67, and thence proceeding S 59° 12' W a distance of 280.1 feet, thence S 53° 26' W a distance of 367.3 feet, thence N 66° 18' W a distance of 744.3 feet, thence S 56° 59' W a distance of 308.1 feet, thence S 10° 31' W a distance of 142.6 feet, thence S 44° 39' W a distance of 129.4 feet to a point on the centerline of the Frannie Canal, thence Northwesterly along the centerline of the Frannie Canal, a distance of 132.3 feet, thence continuing along the centerline of the Frannie Canal Northeasterly a distance of 1193.8 feet, thence S 59° 07' E a distance of 878.5 feet to the point of beginning hereinbefore described.

from and after the date of recording this Affidavit in the office of County Clerk of Park County, Wyoming.

COVENANT 1. All lots above described without exception, shall be known and described as rural residential lots. All owners of any lots who build a fence facing the public road in said Crestview Estates Subdivision, said fence shall be rustic and of pole or plank construction. All buildings built on said Lots shall be built from approved materials.

COVENANT 2: No building shall be erected, placed or altered on any lot unless and 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 finished grade elevation. Approval shall be by the Architectural Control Committee composed of Ethel A. Sheets, McKinley Wood and Don Seybold. 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 representatives shall be entitled to any compensation for services performed pursuant to this Covenant.

COVENANT 3. No building shall be erected, placed or altered on any lot nearer than forty feet from front, ten feet from side and twenty feet from the rear of its boundary lines unless said boundary line is between two lots owned by the same person or persons. For the purposes of the Covenant, eves,

steps and open porches shall not be considered as 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.

COVENANT 4. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00, based upon cost levels prevailing on the date these Covenants are recorded. It being the intention and purpose of this 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 permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches & garages, shall be not less than nine hundred and fifty (950) square feet for a one story dwelling, nor less than eight hundred and fifty (850) square feet for a dwelling of more than one story.

COVENANT 5. No lot shall be further subdivided.

COVENANT 6. WHEREAS, Crestview Estates, is a rural residential area especially for the keeping and enjoyment of horses and/or ponies of which there may be no more than ten head per family dwelling. Said land owner must erect a suitable barn and corrals, which must be approved by the Architectural Control Committee. Any other livestock may be raised and kept by 4-H or FFA members or for the family's own food purposes only and only so long as the livestock does not create a sanitary nuisance or noise nuisance.

- (a) All fencing for livestock must be of a neat appearance, solid and kept in a state of good repair at all times.
- (b) No stallions will be allowed to run loose in a pasture, paddock, or any area which is only surrounded with barbed or woven wire. All stallion fencing must be of a minimum height of five feet. A stallion is designated as any male horse, not gelded, at the age of fourteen months for the purposes of these Covenants.

The stallions pasture, paddock or area fence must not join, connect, or be the same one as the fence separating two properties owned by different land owners.

- (c) All manure from said livestock must be taken care of so not to create any sanitary problems.

COVENANT 7: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot as a residence for a period in excess of one year.

COVENANT 8: 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 shaft 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.

COVENANT 9: No commercial activity shall be carried on on any lot.

COVENANT 10: 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 the storage or disposal of such material shall be kept in a clean and sanitary condition.

COVENANT 11: Vehicles, and/or machinery, which are not in running condition or are in a state of disrepair, shall not be parked, or kept on the road in front of any residence or on any of the properties for a period of more than seven days.

COVENANT 12: 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 ten 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.

COVENANT 13: Enforcement. The 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 violations or to recover damages.

COVENANT 14: Severability. Invalidation of any one of these Covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned has executed these Protective Covenants this 16 day of March 1976.

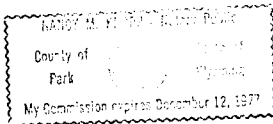
Ethel A. Sheets
ETHEL A. SHEETS

STATE OF WYOMING)
)SS
COUNTY OF PARK)

Subscribed and sworn to before me by Ethel A. Sheets this 16th day of March, 1976.

WITNESS my hand and official seal.

Nancy M. Knapp
Notary Public



RESUBDIVISION OF TRACT B OF CRESTVIEW ESTATES SUBDIVISION
A F F I D A V I T

DECLARATION OF PROTECTIVE COVENANTS

STATE OF WYOMING }
County of Park } ss

Ethel A. Sheets being of lawful age and first and duly sworn according to law, depose and says:

That she is the owner of these certain lots and parcels of land more particularly described as follows:

A track of land located in Track B of the Crestview Estates Sub-division as recorded in Plat Book E at Page 116 in the office of the County Clerk, Park County, Wyoming; and said Track of land being more particularly described as follows: Resub-division of Track B of Crestview Estates.

That affiant herein intend to convey said lots as owned by her and as set forth above to various purchasers by deed, subject to the restrictive covenants on the part of the purchaser as hereinafter set forth, to the end that the restrictions therein imposed shall inure to the benefit of each and all of the purchasers of said lots, and their respective heirs and assigns; that the invalidation of any of these Covenants by judgment or otherwise shall in no way effect any of the other provisions which shall remain in full force and effect;

That these covenants shall be and remain covenants running with the land and shall be effective from and after the date of recording this Affidavit in the office of the County Clerk of Park County, Wyoming.

COVENANT 1. All lots above described shall be known and described as rural residential lots. All owners of any lots who build a fence facing the public road in said Crestview Estates Subdivision, said fence shall be rustic and of pole or plank construction. All buildings built on said lots shall be built from approved materials.

COVENANT 2. No building shall be erected, placed or altered on any lot unless and until the construction plans and specifications and a plan showing the LOCATION of the structure have been approved in writing, 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 finished grade elevation. Approval shall be by the Architectural Control Committee composed of Ethel A. Sheets, McKinley Wood, and Blanch Wood.

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 representatives shall be entitled to any compensation for services performed pursuant to this Covenant.

COVENANT 3. No building shall be erected, placed or altered on any lot nearer than 50 feet from front, 40 feet from sides and 40 feet from the rear of its boundary lines unless said boundary line is between two lots owned by the same person or persons. For the purposes of these Covenants, eaves, steps and open porches shall not be considered as 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. All lots except Lot 13, have an underground drain and the location of said drain must be known to owner before building location is determined. There will be no well or septic system or leach field within 60' of said drain.

COVENANT 4. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00 based upon cost levels prevailing on the date these Covenants are recorded. It being the intention and purpose of this 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 permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 950 square feet for a one story dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 950 square feet for a one story dwelling, no less than 850 square feet for a dwelling of more than one story. There is no height limit. No dwelling or outbuilding will be permitted to be painted white or any other bright color, ie, yellow, green, purple, etc. only sub-dyed earth-tone colors are permissible. Nor may a color be changed to a bright color at a later date.

COVENANT 5. No lot shall be further subdivided.

COVENANT 6. WHEREAS, Crestview Estates is a rural residential area especially for the keeping and enjoyment of horses and/or ponies; and therefore there will be permitted any activities or business connected with horses; ie, riding stable, saddle shop, riding arena (indoor or outdoor), etc. Said land owner must erect a suitable barn and corrals, which must be approved by the Architectural Control Committee. Any other livestock may be raised and kept by 4-H and FFA members or for the family's own food purposes only and only so long as the livestock does not create a sanitary nuisance or noise nuisance. All dogs must be confined to the owners own property and not allowed to roam free creating a nuisance or hazard to livestock and people, nor allowed to bark continually creating a noise nuisance.

- (a). All fencing for livestock must be of a neat appearance, solid, and kept in a state of good repair at all times.
- (b). No stallions will be allowed to run loose in a pasture, paddock, or any area which is only surrounded with barbed or woven wire. All stallion fencing must be of a minimum height of six feet. A stallion is designated as any male horse, not gelded, at the age of 14 months for the purposes of these covenants.
- (c). The stallions pasture, paddock or area fence must not join, connect, or be the same as the fence separating two properties owned by different land owners.
- (d). All manure from said livestock must be taken care of so as not to create any sanitary problems.

COVENANT 7. No structure of a temporary character, trailer, basement, tent, shack, garage, or other out-building shall be used on any lot as a residence for a period in excess of one year.

COVENANT 8. 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, tank, tunnels, minerals excavations or shaft 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.

COVENANT 9. 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 the storage or disposal of such material shall be kept in a clean and sanitary condition. A cover or lid must be kept on these containers to keep the wind from blowing unburned trash, etc. on to his neighbors property.

COVENANT 10. IRRIGATION SYSTEM. All lots located within the subdivision are subject to an easement and right-of-way for the maintenance and installation of irrigation and drainage ditches in accordance with the below terms and conditions:

- a. The Architectural Control Committee shall have the right to designate the location of all irrigation and drainage ditches located upon the subdivision; and shall be empowered to promulgate rules and regulations pertaining to the timely cleaning and maintenance of the below described irrigation system, the scheduling of days on a rotation basis on which lot owners may irrigate during the irrigation season. Any conflicting or controversy between the various owners concerning the utilization and maintenance of said irrigation system shall be decided exclusively by the Architectural Control Committee and all lot owners agree to abide by their decision.
- b. All lot owners with water rights shall join the CRESTVIEW ESTATES WATER USERS ASSOCIATION.
- c. All irrigation and drainage ditches shall be for the benefit of the owner of each lot within the subdivision and the owners of said lots shall be joint owners of any and all irrigation and drainage ditches constructed within said subdivision.
- d. All irrigation and drainage ditches and any headgates incident thereto, together with those which may hereafter be constructed within the subdivision, shall constitute the "irrigation system".
- e. The owners of each lot within the subdivision shall maintain and clean, at his own expense and cost, any and all irrigation and drainage ditches located on or which traverse his lot, or which may hereafter be located upon or traverse his lot.
- f. The owners of each lot shall cooperate with the owners of all other lots within the subdivision to effectively and efficiently distribute water flowing in and through said irrigation system to assure optimum beneficial application and maximum utilization of all water authorized for application to said lands under and by virtue of the laws of the State of Wyoming. When water is ordered for irrigation, all lot owners shall irrigate in rotation. Rotation shall be as follows: North flowing ditch- Lots 14 and 13; South flowing ditch-Lots 15, 16 & 17. ~~and 18~~. If a lot owner is not available for watering, it shall be passed to next lot. Each lot shall have the use of water no longer than 48 hours expect for lot 13 which shall be for 24 hours; and then water goes on to next lot in rotation order. In event lot owner is not able to water on rotation schedule, they will wait until next full rotation of water before they are able to use water.

COVENANT 11. Vehicles, and/or machinery, which are not in running condition or are in a state of disrepair, shall not be parked, or kept on the road in front of any residence or on any other part of the properties for a period of more than seven (7) days.

COVENANT 12. 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 (25) from the date these Covenants are recorded. After which time said Covenants shall be automatically extended for successive periods of ten years (10) unless an instrument signed by a 2/3 majority of the owners of the lots has been recorded, agreeing to change said Covenants in whole or in part. Any Land Use Change will have to be submitted to and approved by the Board of County Commissioners of Park County.

COVENANT 13. ENFORCEMENT. The 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 violations or to recover damages.

COVENANT 14. SEVERABILITY. Invalidation of any one of these Covenants by Judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.

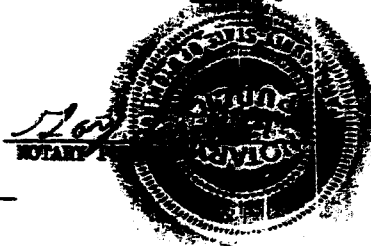
IN WITNESS WHEREOF the undersigned has executed these Protective Covenants this 18 day of June, 1981.

Ethel A. Sheets
ETHEL A. SHEETS

STATE OF WYOMING }
County of Park }

Subscribed and sworn to before me by Ethel A. Sheets this 18 day of June 19 81.

WITNESS MY HAND AND OFFICIAL SEAL.



My commission expires March 10, 1982

State of Wyoming }
County of Park }
This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock _____ and _____
duly recorded in _____ Book _____
MAINE FONTAINE, Register of Deeds
records on page _____
By _____ Deputy

State of Wyoming }
County of Park }
This instrument was filed for record on the 14 day of October 19 81 at 4:35 P M and duly recorded in _____ Book _____ records on page 356

Mary [Name]
1981

Ethel Sheets
Rt 1, Crestview #8, Powell, Wyo 82435

BOOK 65 PAGE 361

State of Wyoming
County of Park
This instrument was filed for record
on 14 day of October
1981 at 4:40 P M
daily recording office of the County Clerk
recording as page 361
MADE FONTAINE Notary of Parks
Mary J. Sheets
No. 137216

APPLICANT'S AFFIDAVIT

STATE OF WYOMING)
County of Park) ss

The undersigned being applicant for a subdivision permit for the sub-
division identified as TRACT B, CRESTVIEW ESTATES SUBDIVISION, being first
sworn by oath, according to law, do hereby make the following commitments re-
garding said subdivision.

1. Binding arrangements have been made to assure purchasers of any
part of the subdivision that upon full payment of the purchase price a deed
can and will be delivered conveying merchantable title, subject only to noted
reservations or restrictions of record, but free of encumbrances and subject
only to a proportionate share of real property taxes or assessments charged
or assessed for the year in which any such sale may be legally affected.

2. That the water system and road system described in documents filed
with the Planning and Zoning Commission will be constructed as so described.
No lots shall be sold in any subdivision until domestic water has been
developed and supplied to the lot or lots proposed to be sold in accordance
with the means outlined above. Provided, however, that in the event that
more than one contiguous lot is sold to the same purchaser and the purchaser
does not desire to have water supplied to each lot, then the deed of convey-
ance shall contain the following provision:

"Purchaser may not partition nor convey separately the
several lots included in this conveyance unless and until
domestic water is supplied to any lot proposed to be sold
separately. Said water supply shall be in accordance with
the means outlined for supplying domestic water to the lots
in this subdivision as submitted to obtain the Subdivision
Permit for this subdivision."

3. The road system shall be completed within one year from the date
the subdivision permit is granted.

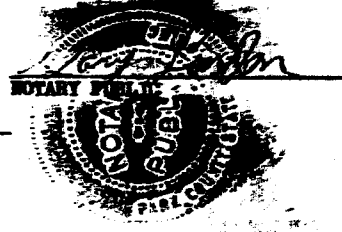
4. That the cost of the water system and road system described in
documents filed with the Planning and Zoning Commission shall be included
in the sale price of any part of the subdivision and not assessed or
collected from purchasers in addition to such sale price unless said pur-
chasers specifically agree to assume the burden of all or a part of said
cost. Any such agreement shall be evidenced by a written contract recorded
in the office of the Clerk which sets forth the specific details of the
transfer of this responsibility for payment of costs and delineates the
agreement of both parties to it.

5. Enforcement of these obligations upon the undersigned as out-
lined herein shall be for either compliance or damages or both.

6. These obligations shall accrue to my heirs, successors and assigns.

Ethel A. Sheets
Ethel A. Sheets

On this 18 day of June 1981, there appeared before me
Ethel A. Sheets, personally known to me to be the person
who executed the foregoing affidavit and after first being sworn by
oath according to law, acknowledged that they executed same as their
free act and deed.
WITNESS MY HAND AND OFFICIAL SEAL.



My commission expires: March 10, 1982