

THIS INDENTURE, made the 25th day of September, 1952, by and between the BIG HORN COAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Wyoming, and having its principal place of business in the County of Sheridan, the GRANTOR, and Richard B. Zipfel and Maxine D. Zipfel, of the County of Fergus, State of Montana, the GRANTEE\$ WITNESSETH:

That the grantor, for and in consideration of the sum of One dollar and other valuable consideration---Dollars (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, CONVEY AND WARRANT unto the said grantee, subject, however, to any reservations of title in deeds of prior grantors, all that certain tract, lot, piece, and parcel of land situated in the County of Sheridan, State of Wyoming, and described as follows, to-wit:

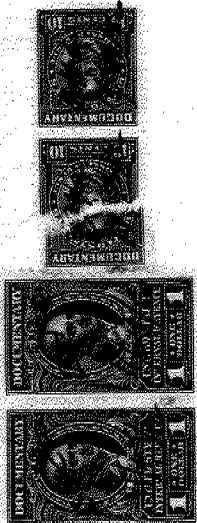
Lot 13 of Block 3 of the Kiewit Addition to the City of Sheridan, Wyoming, together with all improvements situate thereon. Subject however, to the following Covenants, which are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1961, at which time said Covenants shall be automatically extended for successive periods of 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 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 sub-division to prosecute any proceedings 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 affect any of the other provisions which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed one and one-half stories in height above the basement and the basement shall not be higher than 18" above the finished grade of said premises and a private garage for not more than 2 cars. No trees shall be allowed to grow of a greater height than the highest point of said structure exclusive of the chimney of same.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in



writing by a majority of the committee hereinafter designated as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation. This committee is to be composed of three members, two of whom to be appointed by the Grantor herein and one by the record owners of Lots in said addition. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1961. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located nearer to the front line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no buildings shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 15 feet to any side street line. No building, except a detached garage or other outbuilding located 50 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line. It is understood, however, that the exception to setback lines, applying to the whole tract or to certain lots, may be made where special conditions warrant.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 9725 Sq. feet or width of less than 75 feet at the front building setback line, except that a residence may be erected or placed on lots Nos. 3, 4, 5 & 6, Block 1; lots 1 and 2, Block 4; lots 1 and 2, Block 5, as shown on the recorded plat.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. Purchaser agrees that on demand of grantor he will construct a 4 foot cement sidewalk and 2 foot combination curb and gutter in accordance with the design approved by grantor.

G. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Building Inspector of the city of Sheridan, Wyoming. Approval of such system as installed shall be obtained from such authority.

H. No trailer, basement, tent, shack, garage, barn, or other ~~building~~ ^{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.

I. No dwelling costing less than \$8,500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 sq. feet in the case of a one-story structure nor less than 625 sq. feet in the case on a one and one-half story structure.

J. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, this day and year first above written.

(SEAL)

Attest:

C. M. Lutz
Assistant Secretary

BIG HORN COAL COMPANY

By *A. W. Lonabaugh*
President.

THE STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

On this 25 day of September, 1952, before me personally appeared A. W. Lonabaugh

to me personally known, who, being by me duly sworn, did say that he is the President of the BIG HORN COAL COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. W. Lonabaugh acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 2 day of Dec, A. D. 1953.
Given under my hand and Notarial seal this 25 day of September
A.D. 1952.

J. W. Hardy
Notary Public

Commission Expiration Dec. 2-1953