

AMENDED DECLARATION OF
RESTRICTIONS, CONDITIONS, AND
PROTECTIVE COVENANTS



CROSSED ARROWS PARK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, CRW Properties, LLC, Park County, Wyoming hereinafter referred to as "OWNER", is the owner of a simply majority (51%) of the following described property situated in Park County, Wyoming, to-wit:

A tract of land which is a portion of Lot 1 (Resurvey) of Section 33, Township 49 North, Range 100 West, all of the 6th P.M., Park County, Wyoming, more particularly described as follows:

COMMENCING at a point 539.62 feet north and 3955.42 feet east of the SW corner of the NW 1/4 of said Section 33 which point of beginning is the NW corner of said Lot 40 (Resurvey), Section 33; thence northerly for a distance of 670.36 feet, more or less; thence northeasterly along a circular curve having radius 50 feet and deflection angle 90 00'47" right; thence easterly for a distance of 472.6 feet, more or less; thence southerly for a distance of 440.22 feet, more or less; thence easterly for a distance of 47.40 feet, more or less; thence South 48 degrees 50' East for a distance of 41.71 feet, more or less; thence South 4 45' East for a distance of 255.91 feet, more or less; thence westerly for a distance of 622.59 feet, more or less, to the POINT OF BEGINNING.

That they have purchased from Vision Quest Estates who has divided said land into lots and streets, prepared a plat called CROSSED ARROWS PARK and recorded the plat in the office of the County Clerk of Park County, Wyoming. These restrictions, conditions and covenants apply to all of the lots in the subdivision except where exceptions are made herein. These restrictions, conditions and covenants shall also apply to BIG VALLEY SUBDIVISION lots 3, 4, 9, and 14.

The real property described herein above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the below restrictions, conditions and covenants; and that said restrictions, conditions and covenants shall run with the land as provided by law, and shall be binding upon all parties, entities and all persons having or acquiring any right, title or interest in the described land or any part thereof.

That the real property described herein above is subject to these restrictions, conditions and covenants to insure the appropriate development of building sites; to protect the owners against improper uses of adjoining lots that might depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; and in general to provide for development of a quality that will enhance the value of investments made purchasers of the land.

1. LAND USE.

All lots in the subdivision shall be known and described as residential lots, and NO COMMERCIAL ENTERPRISE shall be allowed therein except as approved by Park County Ordinances.

2. BUILDING AND CONSTRUCTION

a. All buildings and new construction, or alterations to existing structures placed on the land must be approved in writing by the architectural control committee.

b. All construction commenced shall be pursued with reasonable diligence and shall be completed in not more than one year, unless extension for additional time is received from the Architectural Committee.

c. No building or dwelling shall be located nearer than 20 feet from the front lot line, 5 feet from the side lot lines and 10 feet from the rear lot line. For the purpose of the covenant, eaves, steps, and open porches shall not be considered part of a building or structure, provided that they shall not be constructed to permit any portion of a building or structure on a lot to encroach upon another lot.

3. UTILITY EASEMENTS

All lots located within the subdivision are subject to easement and right of way as recorded on the plat at the Office of the County Clerk of Park County, Wyoming. Said easements are for the installation and maintenance of utilities.

4. OFFENSIVE ACTIVITIES.

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. No person shall park or leave standing upon any lot or street abutting thereon, any motor vehicle which shall not have a current registration and license plate, or which shall be in a state of disrepair or being used to supply substitute or junk parts for other vehicles.

5. PETS AND LIVESTOCK

No animals of any kind shall be raised, bred or kept on any lot except those of a type commonly considered as household pets. These must be owned by the current resident(s) of the park. Such pets shall not be allowed to run loose within the park, but must be confined by either leash or fence.

6. BOATS AND TRAILERS, ETC.

No boat, trailer, camper, house trailer or similar vehicle and equipment shall be stored or parked upon any parcel or in the street adjoining any lot for a period in excess of 48 hours, except in a garage or in an area located more than 30 feet from the front property line.

7. OIL AND MINING OPERATIONS.

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.

8. GARBAGE.

No lot or any portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall not be kept or allowed to remain on any lot except in sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and it shall be the responsibility of each individual lot owner or resident to remove any and all rubbish, trash and garbage at reasonable times so it shall not become a nuisance to the neighborhood.

9. WATER SUPPLY.

The water distribution system shall be owned, operated and maintained by CRW Properties, LLC, its heirs or assigns. Distribution to the lots shall be charged to the lot owner or tenant based on metered use of water at state controlled rates.

10. ROADS.

All roadways shown on the subdivision plat are for multiple use of all lot owners. Roads will be built to current Park County Road standards by Vision Quest. Maintenance of roads will be the responsibility of the individual lot owners under the direction the Architectural control committee. Maintenance expense will be paid by the lot owners on a one lot one-share basis.

11. ARCHITECTURAL CONTROL.

a. For the purpose of preserving the natural beauty, enhancing property values and to insure the development of the lands within the Crossed Arrows Park as an area of high standards, the DEVELOPERS reserve unto the Architectural Control Committee hereinafter provided, the power to control the buildings, structures, and all other improvements or alterations thereto, placed on each lot, as well as to make exceptions to or waivers of any of the these restrictions, conditions, covenants as the Architectural Control Committee shall deem appropriate.

b. All plans and specifications for any building, fence, wall or other structure whatsoever to be erected on or moved upon any lot; the roofs, and exterior color schemes thereof; and any remodeling, reconstruction, alterations, or additions to any building, or other structures on any lot, shall be subject to, and shall require the approval in writing of the Architectural Control Committee, as the same is from time time composed, before any such excavation, construction, remodeling, additional work is begun.

c. There shall be submitted to the Architectural Control Committee two acceptable sets of plans and specifications of planned external improvements. Such plans shall include plot plans showing the location on the lot, of the building, wall, fence or other structure proposed to be constructed, altered or placed or maintained, together with proposed color schemes for roofs and exteriors thereof. The Architectural Control Committee shall approve or disapprove plans, specifications, and details with the approval or disapproval endorsed thereon. One copy shall be returned to the person submitting them, and the other copy shall be retained by the Architectural Control Committee.

d. The Architectural Control Committee in its sole discretion shall have the right to disapprove any plan, specification, or detail submitted to it as aforesaid, if they are not in accordance with the provisions of this declaration; or if the design or color scheme of the proposed building or other structure are not in harmony with the general surroundings. The decisions of the Architectural Control Committee shall be final.

e. No structure or structures shall be erected, altered, placed, or permitted to remain on any residential lot other than one, detached, single-family dwelling, and a private garage and other appropriate out buildings incidental to residential use or as allowable under these covenants.

f. There shall be no re-subdivision into a smaller lot.

g. The Architectural Control Committee may modify, change and alter the restrictions and covenants contained in the Section E. hereof by giving written notice to allot owners fifteen days in advance of such proposed alteration, modification and change. Any alteration, modification or change shall be in writing.

h. The Architectural Control Committee, nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised, or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

i. All mobile or prefab type homes are required to construct and maintain suitable permanent skirting. Any damage caused to Park water system under trailer by inadequate skirting, is the responsibility of the trailer owner and will be paid for by trailer owner.

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12. ARCHITECTURAL CONTROL COMMITTEE - COMPOSITION

a. The Architectural Control Committee shall be composed of four individuals who are owners of property in the Crossed Arrows Park Subdivision and shall be elected by a majority of all the Crossed Arrows Park Subdivision and BIG VALLEY SUBDIVISION Lots 3, 4, 9, and 14 owners on a one lot, one vote basis. Their terms shall run for one year and shall commence on January 1.

b. A majority of the Architectural Control Committee can designate one of its' members to act as a representative for the Committee and to take all actions on behalf of the committee.

c. In the event of death or resignation of any member of the Architectural Control Committee the remaining members shall have the sole authority to appoint a successor, subject to timely confirmation by a majority of all the lot owners on a one lot, one vote basis.

13. DURATION AND AMENDMENT.

These covenants are to run with the land and shall be binding upon all owners of the property and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After 25 years, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the lot owners on a one lot, one vote basis has been recorded agreeing to the change said covenants in whole or in part.

These covenants can be amended prior to the times stated herein above by written instrument duly recorded, signed by fifty-one percent (51%) of the lot owners agreeing to change said covenants in whole or in part, on a one lot, one vote basis.

Land use as outlined in Paragraph No. 1 above may be changed only by appeal to and approval of the Board of County Commissioners of Park County, after receiving approval of the majority of lot owners in writing.

14. ENFORCEMENT.

Any violation of these covenants, conditions and restrictions may be enjoined in a court of law or equity by the undersigned or by an owner of record of one or more lots, and any person violating said covenants, conditions or restrictions shall be liable for damages to the remaining owners of said lots.

15. INVALIDATION.

In the event any one or more of these covenants herein contained is rendered invalid or unenforceable by judgement or decree of any court of competent jurisdiction, the other covenants herein contained shall, none the less, remain in full force and effect for and during the full term hereof.

IN WITNESS WHEREOF, the makers hereof have hereunto set their hands

this 21 day of August, 1996.

BY:

Raymond P. Rose
Raymond P. Rose

Danya M. Rose
Danya M. Rose

George H. Weiser
George H. Weiser

Tommie J. Weiser
Tommie J. Weiser

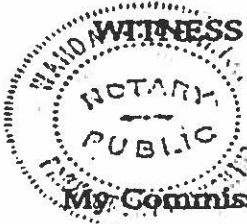
ATTEST:

COUNTY OF PARK)
)ss.
STATE OF WYOMING)

The foregoing instrument was acknowledged before me by

Raymond P. Rose, Danya M. Rose, George H. Weiser, Tommie Weiser
this 21 day of August, 1996.

WITNESS my hand and official seal.



Wanda J. Benson
Notary Public

My Commission Expires: 4-30-99

Return to: CCC
1285 Sheridan Ave
Cody, WY 82414

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