

RECORDED IN DEED BOOK 120 PAGE 132

DECLARATION OF RESTRICTIVE COVENANTS
ADIX ADDITION TO TOWN OF CODY,
WYOMING

KNOW ALL MEN BY THESE PRESENTS that Harold A. Adix and Genevieve R. Adix, his wife, of Cody, Park County, Wyoming, and Kenneth H. Davis and Pearl M. Davis, his wife, of Cody, Wyoming, being the present owners of all lands embraced in the plat of the Adix Addition to the Town of Cody, Park County, Wyoming, and more particularly described as:

That part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section numbered Thirty-two (32) in Township numbered Fifty-three (53) North, Range One Hundred One (101) West of the Sixth Principal Meridian, which lies East of the East line of First Street of the Town of Cody and the extension South of said East Street line, excepting, however, the following:

1. That part of the same as is included within the tract land as conveyed by said Lincoln Land Company to Ernest F. Shaw by deed dated January 19, 1928.
2. That part of the same as is included within the tract of land as conveyed by said Lincoln Land Company to Ernest F. Shaw by deed dated September 26, 1928.
3. That part of the same as is included within the tract of land as conveyed by said Lincoln Land Company to Flossie Thayer by deed dated July 9, 1936.
4. The tract of land 175 feet North and South by 250 feet East and West as conveyed by Lincoln Land Company to Mrs. Charles Phillips by deed dated July 9, 1936.
5. The Cattle Drive running along the South side of said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$).
6. That part of the same as is included within the tract of land conveyed by Harold A. Adix and wife to Celeste B. Shepard by deed recorded in Book 120 Page 132 of the Records of Park County, Wyoming.

The said Adix Addition and these covenants also to apply to the following described tract of land:

The West One Hundred Seventy-five (175) feet of that part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section numbered Thirty-two (32) in Township numbered Fifty-three (53) North of Range numbered One Hundred One (101) West of the Sixth Principal

Meridian lying South of South Fork Avenue of the Town of Cody. and have caused said land to be surveyed and platted as said Adix Addition to the Town of Cody as shown by plat and surveyor's certificate; and that they do hereby waive and release all rights and benefits under the homestead exemption laws of the State of Wyoming. The Streets and alleys as shown within the bounds of said addition are hereby dedicated to the public use, and said owners hereby covenant and agree that all of said lots or tracts owned by them are held subject to and with the benefits of all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Restrictive Covenants; and we do further covenant and agree that all subsequent grants of any of the said lots now owned by them shall be subject to the following covenants and restrictions, to-wit:

1. All lots and tracts in said addition shall be known and described as residential, except a part of the tract to be retained by Harold A. Adix. A portion of the said tract, not exceeding one city block in size located in the Southeast corner of the Adix tract or lots shall be known and described as a limited commercial tract, upon which may be erected such commercial enterprises as a tourist court or cabins and commissary. With said exception last above set out no building, other than those now located on said tract and now so used, shall be used for business, trade, or manufacturing purposes.
2. No dwelling to be constructed on said premises shall cost less than \$5,000.00. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the said Addition shall be at any time used as a residence temporarily, nor permanently, nor shall any structure of a temporary character be used as a residence, except buildings now so used and now located on said premises.
3. No residence shall be constructed having less than 1000 square feet of floor space. All buildings shall be modern and shall use septic tanks until sewer is available. All outbuildings are to match the residence on the lot in design and construction.
4. No livestock except horses and cows and fowl used for domestic purposes may be kept on the premises, and those kept shall be so cared for that they shall not constitute a nuisance. Fowl must be fenced in regular runs and not allowed at large. All buildings and fences are to be kept up and painted and the premises kept clear to eliminate all unpleasant odors. It is agreed, however, that so long as the holdings of Harold A. Adix shall exceed those of any other owner, individually, he may have livestock and fowl in excess of those needed for domestic use in order to make economical use of the land. When any other one holder owns as much land as Harold A. Adix, he shall be subject to the same restrictions as other owners in said tract with respect to maintenance of livestock and fowl on said premises.
5. All utilities, except electric light and telephone wires, shall be buried.
6. All owners shall cooperate in the proper division of irrigation water and the maintenance and clearing of ditches, and all necessary easements are reserved against and in favor of each lot or tract so that all lots and tracts may receive water.
7. That there shall be no subdivision of said tract nor of the lots into which the same may hereafter be platted which will result in a tract or lot of less than 10,000 square feet in area, neither shall any owner construct more than one dwelling on each such lot or tract.
8. No person of any race other than Caucasian race shall use or occupy any building on any lot or tract, except that this covenant shall not prevent occupancy by domestic servants of a different race while domiciled in the residence of the owner or tenant.

All of these covenants and restrictions shall be construed in the interest of neighborly good will, and for the purpose of restricting a residential area of small acreage lots or tracts for the special use of persons who wish to keep saddle horses thereon for personal use.

Said covenants and restrictions shall run with the ownership and use of the land and shall be binding on all owners and users thereof for a period of twenty years from date hereof at which time said covenants and restrictions shall be automatically extended for successive terms of ten years each unless a certificate signed by a two-thirds majority of the then owners of said lots and tracts agree in writing to the abrogation, modification or amendment of said covenants and restrictions in whole or in part. The owner or owners of each lot or tract shall have one vote on the determination of said matter for each lot or tract owned, provided, however, that the owners of what are now designated as the Davis and Adix tracts shall have five votes each for so long as said Davis and Adix tracts shall exceed in size by at least five times the size of the other lots in the said addition.

If the parties hereto or any of them or any of their heirs, executors, administrators or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person or persons owning any real property situated in said Adix Addition to the Town of Cody to prosecute an appropriate proceeding at law or in equity against the violator or attempted violator thereof for the purpose of preventing any such violation and to recover damages for the same. Any invalidation of any 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.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 31st day of March, A. D., 1946.

Harold A. Adix
Genevieve R. Adix
Kenneth H. Davis
Pearl M. Davis

STATE OF WYOMING)
) SS.
COUNTY OF PARK)

On this 31st day of March, 1946, before me personally appeared Harold A. Adix and Genevieve R. Adix, his wife, and Kenneth H. Davis and Pearl M. Davis, his 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, including the release and waiver of the rights of homestead, the said wives having been by me first duly apprized of their rights and the effect of signing and acknowledging the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this Certificate first above written.

(SEAL) Marinell Holland,
Notary Public,

My Commission expires: March 20, 1949.

This is to certify that the Town Council of the Town of Cody, Wyoming, has confirmed, approved and ratified the foregoing Declaration of Protective Covenants.

Witness my hand and the Seal of the Town of Cody, Wyoming this 8th day of April, 1946.
(SEAL) Meyer Rankin
Town Clerk.

Recorded on the 10 day of May, 1946, at 9:50 A.M.

Eva E. Larson, Register of Deeds.

Reception No. 58683.

CERTIFICATE OF MODIFICATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned are owners of the lots hereinbelow designated of the Adix Addition to the Town (now City) of Cody, Park County, Wyoming, as recorded in Plat Book E , page 18 , of the records of the Park County Clerk and Ex Officio Recorder of Deeds, Park County Courthouse, Cody, Wyoming;

WHEREAS, Larry A. Yung and Donna F. Yung are the owners of Lot 6, Block 2 of said Adix Addition, and are desirous of subdividing said lot into two parcels in accordance with the plat attached hereto and incorporated herein; and

WHEREAS, the subdivision of said lot would create two lots containing 12,298 square feet; and 12,932 square feet; and

WHEREAS, the DECLARATION OF RESTRICTIVE COVENANTS of Adix Addition to the Town (now City) of Cody, Wyoming, hereinafter referred to as "THE COVENANTS," heretofore recorded in Book 128 at page 175, provides in paragraph 7 thereof, "That there shall be no subdivision of said tract nor of the lots to which the same may hereafter be platted which will result in a tract or lot of less than 16,000 square feet in area, neither shall any owner construct more than one dwelling on each such lot or tract;" and

WHEREAS, said Larry A. Yung and Donna F. Yung are desirous of constructing an additional dwelling on the vacant portion of the lot as subdivided in accordance with Exhibit "A" attached hereto; and

WHEREAS, "THE COVENANTS" of Adix Addition to the Town (now City) of Cody, Wyoming, provide for the modification of said covenants pursuant to a certificate signed by a two-thirds majority of the then owners of the lots and tracts within said Adix Addition; and

WHEREAS, said Larry A. Yung and Donna F. Yung will not present this Certificate of Modification until same has been duly executed by a two-thirds majority of the present lot owners of the lots and tracts within the Adix Addition to the Town (now City) of Cody, Park County, Wyoming.

NOW, THEREFORE, the undersigned being two-thirds of the present owners of the lots and tracts contained within the Adix Addition to the Town (now City) of Cody, Wyoming, hereby consent and agree as follows:

1. That Larry A. Yung and Donna F. Yung, being the owners of Lot 6, Block 2, Adix Addition to the Town (now City) of Cody, Wyoming, shall be and hereby are authorized to subdivide said Lot 6, Block 2 of said Adix Addition in accordance with the plat attached hereto.
2. That Larry A. Yung and Donna F. Yung shall be and hereby are authorized to construct an additional dwelling on said Lot 6, Block 2 in the vacant portion shown on Exhibit "A".
3. That paragraph 7 of the DECLARATION OF RESTRICTIVE COVENANTS of Adix Addition to the Town (now City) of Cody, Wyoming, is hereby modified and amended to read as follows:
 7. Except for Lot 6, there shall be no subdivision of said tract nor of the lots into which the same may hereafter be platted which will result in a tract or lot of less than 16,000 square feet in area, neither shall any owner construct more than one dwelling on each such lot or tract. Said Lot 6 may be subdivided in accordance with the plat attached hereto as Exhibit "A" and a dwelling and garage erected upon the vacant portion in compliance with paragraphs 2 and 3 of said DECLARATION OF RESTRICTIVE COVENANTS.

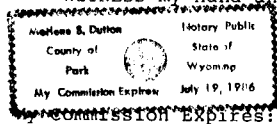
<u>Glen & Christine Harvey</u>	<u>31 Aug 1983</u> Dated
<u>John M. Cowger</u>	<u>9/6/83</u> Dated
<u>Susan K. Cowger</u>	<u>9/6/83</u> Dated
<u>Glen Harvey</u>	<u>9/6/83</u> Dated
<u>Christine Harvey</u>	<u>9/6/83</u> Dated
<u>O. M. Jones</u>	<u>9/6/83</u> Dated
<u>Maria Jones</u>	<u>9/6/83</u> Dated
<u>Gyle Ellis</u>	<u>9/6/83</u> Dated
<u>Eleanor Ellis</u>	<u>9/6/83</u> Dated
<u>Mary S. Court</u>	<u>9/6/83</u> Dated
<u>Stan Court</u>	<u>9-16-83</u> Dated

Jan E. Meyer	Sept. 6, 1983
Sally DeLuca	Sept 6, 1983
Diana Yung	Sept 13, 1983
Edwin A. Jungans	Sept. 6, 1983
Brida E. Jungans	Sept. 6, 1983
Van Mecke	Sept 6, 1983
Suki Mueli	Sept 6, 1983
Chas. Sidell	Sept 6, 1983
Anita Smith	Sept. 6, 1983
Greg Smith	Sept 6, 1983
Al Sobase	9-7-83
John P. Pasquillo	7 Sept. 83
W. Pasquillo	6/9/83
Richard R. Jones	Sept 7, 1983
Estes Jones	Sept 7, 1983
Debra Taylor	Sept. 7, 1983
Wynona Thompson	Sept 8, 1983
W. Thompson	Sept 8, 1983
Rosalie Christie	Sept 8, 1983
Bonnie Wolk	Sept 8, 1983
Steven Coy	8/8/83
Bonnie Coy	9/5/83
Ann Wolk	9/8/83
Cedric Johnson	9/9/83

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by John M. Cowger and Susan K. Cowger, husband and wife; Glen Harvey and Christine Harvey, husband and wife; O. M. Jones and Marie Jones, husband and wife; Lyle Ellis and Eleanor Ellis, husband and wife; Mary S. Court and Stan Court, husband and wife; James E. Hager, Sally DeSarro, Edwin A. Dungan and Freda E. Dungan, husband and wife; Van Mecke and Suki Mecke, husband and wife; Elna Tidball, Anita Smith and Greg Smith, husband and wife, this 6th day of September, 1983.

WITNESS my hand and official seal.



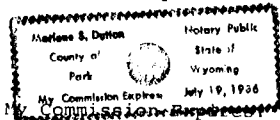
Marlene Dutton
Notary Public

7-19-86

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Paddy Tidball, Sharee B. Paquette and Roger Paquette, husband and wife; Richard R. Jones and Estes L. Jones, husband and wife; Delia Hager this 7th day of September, 1983.

WITNESS my hand and official seal.



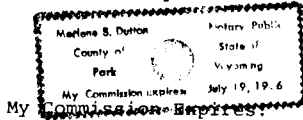
Marlene Dutton
Notary Public

7-19-86

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Wynona Thompson, L.A. Johnson, Rosalie Christie, Stan and Bonnie Wolz, husband and wife; Steven Coy and Connie Coy, husband and wife; this 8th day of September, 1983.

WITNESS my hand and official seal.



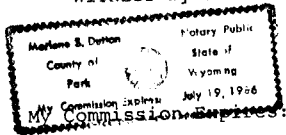
Marlene Dutton
Notary Public

7-19-86

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by
Ardie Johnson, Sara Hockley, Julie M. Nelson this 9th
day of September, 1983.

WITNESS my hand and official seal.



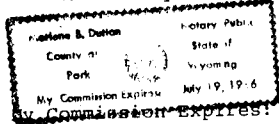
7-19-86

Marlene Dutton
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by
Robert W. Hockley, Kit Cody and Marie S. Murray, this 12th
day of September, 1983.

WITNESS my hand and official seal.



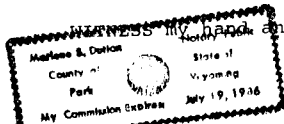
7-19-86

Marlene Dutton
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Donna Yung,
Ronald Christie and Linda Cody this 13th day of September,
1983.

WITNESS my hand and official seal.



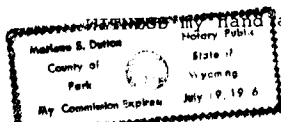
My Commission Expires:

7-19-86

Marlene Dutton
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by
Larry A. Yung this 23rd day of September, 1983.



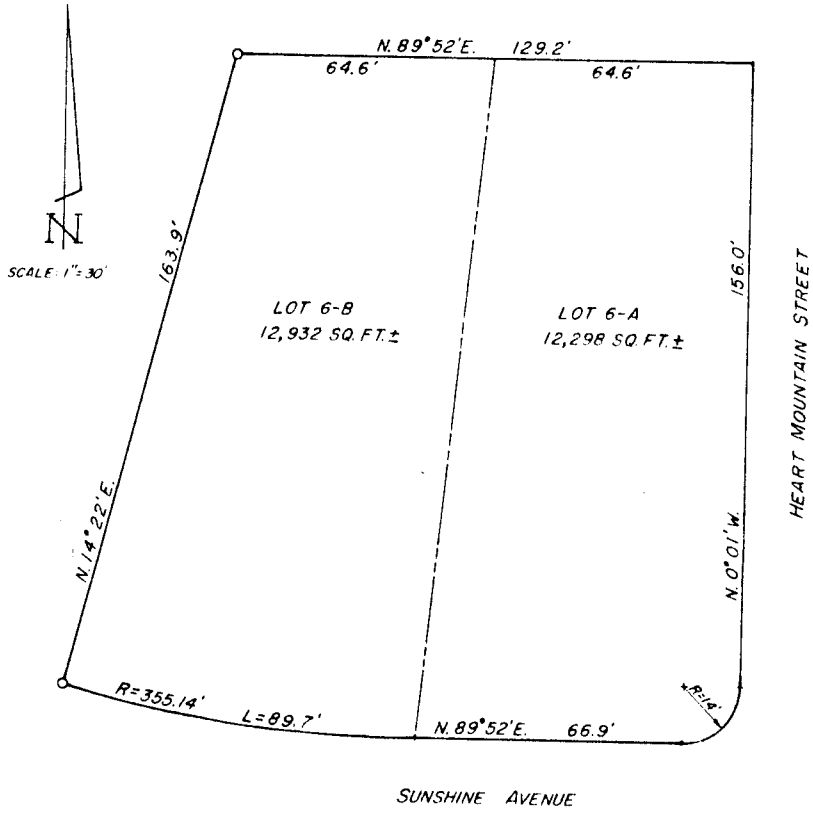
My Commission Expires:

7-19-86

Marlene Dutton
Notary Public

EXHIBIT "A"

BOOK 90 ... 506



PREPARED BY:
COPELAND SURVEYING
SEPTEMBER 23, 1983
83-02-017

State of Wyoming } ss.
County of Park }
This instrument was filed for record
on the 23 day of September
1983 at 4:45 o'clock P. m. and
duly recorded in Microfilm Book 90
page 500
MARIE FONTAINE Register of Deeds
210574

PROPOSED SPLIT OF
LOT 6, BLOCK 2
ADIX ADDITION
CITY OF CODY
PARK COUNTY, WYOMING