

117/532

Cowgill Sub

Recorded on the 7 day of June, 1944, at 1:35 P. M.

Eva E. Larson, Register of Deeds, By Ella Fritzler, Deputy.

Reception No. 53970.

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, T. O. Cowgill, being the present owner of all the property described as follows:

Lots one (1) to twenty eight (28), inclusive, in Block one (1) and Lots one (1) to fourteen (14), inclusive, in Block two (2) All in Cowgill Subdivision, Town of Cody, Wyoming. does hereby covenant and agree that all of the above described property now owned by him is held subject to and with the benefit of all the restrictions, conditions, covenants, changes and agreements contained in the within DECLARATION OF PROTECTIVE COVENANTS, and he does further covenant and agree that any subsequent grants of any of the said property now owned by him shall be subject to the following covenants and restrictions:

1. The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 1969, 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.

2. 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 subdivision 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.

3. 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.

4. 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 or one two-family dwelling not to exceed two and one-half stories in height and a private structure to house not more than two vehicles.

5. 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 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, by a committee composed of T. O. Cowgill, W. K. Barr, and Ralph Jordan, or by a representative designated by a majority of the member of said committee. 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 November 1, 1969. 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.

6. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 5 feet to any side street line. No building, except a detached garage or other outbuilding located 40 feet or more from the front lot line, shall be located nearer than 1 foot to any side lot line.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4,000 square feet or a width of less than 50 feet at the front.

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

9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract, shall be at any time used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

10. The ground floor area of any residential structure, exclusive of one-story open porches and garages, shall not be less than 650 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

11. No person or persons except those of caucasian race shall occupy any part of these premises. This restriction shall not apply to persons of other races employed as domestic servants by owners, tenants, or lessors of the land herein described.

Dated at Cody, Wyo., May 24th, 1944.

Witness:

T. O. Cowgill

Mabel Ward Overley

THE STATE OF WYOMING)
) ss.
County of Park)

On this 7th day of June, 1944, before me personally appeared T. O. COWGILL, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and notarial seal, this 7th day of June, A. D. 1944.

(SEAL)

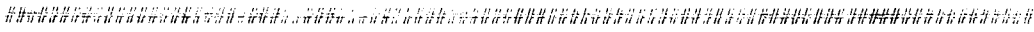
Mabel Ward Overley
Notary Public

My Commission expires April 10, 1947.

Recorded on the 7 day of June, 1944, at 1:45 P. M.

Eva E. Larson, Register of Deeds, By Ella Fritzier, Deputy.

Reception No. 53972.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, I, William Allen Brundage, a legal resident of Cody, State of Wyoming, United States of America, now in the Military Service of the United States Army, my Army Serial No. being O-766198, have made, constituted and appointed, and by these presents do make, constitute and appoint June Hale Brundage whose present address is Cody, Wyoming, my true and lawful attorney to act in, manage, and conduct all my estate and all my affairs, and for that purpose