

1 Cowgill Homes, Inc.

2 To

A F F I D A V I T

3 The Public

4 STATE OF WYOMING }
5 County of Park } ss.

7 T. O. Cowgill, being of lawful age and first duly sworn
8 on oath according to law, deposes and says that he is the President
9 of COWGILL HOMES, INC., a Wyoming corporation and that he makes
10 this Affidavit for and on behalf of the said corporation by author-
11 ity of its Board of Directors;

12 The East Plat of Dacken Subdivision to the City of Cody,
13 Park County, Wyoming, is located in the northeast corner of Lot
14 62, Township 52 North, Range 101 West of the 6th P.M., Park
15 County, Wyoming;

16 That it has caused a plat of said lands to be prepared
17 dividing the property into building lots and streets and desig-
18 nating the same as "East Plat of Dacken Subdivision" and has caused
19 said plat to be recorded in the Office of the County Clerk of Park
20 County, Wyoming;

21 That it intends to convey said lots to various purchasers
22 by deed containing restrictive covenants on the part of the pur-
23 chasers therein as hereinafter set forth, to the end that the
24 restrictions therein imposed shall inure to the benefit of each
25 and all of the purchasers of said lots, whether they shall have
26 become such before or after the date hereof, and their respective
27 heirs and assigns; that the invalidation of any one of these
28 covenants by judgment or other of Court or otherwise shall in no
29 way affect any of the other provisions which shall remain in full
30 force and effect.

31 COVENANT A. All lots in the tract shall be known and
32 described as residential lots with the exception of Lot 6 in Block
33 7, and that no structure or structures shall be erected, altered,
34 placed, or permitted to remain on any residential building lot,
35 other than one detached single family dwelling, not to exceed two
36 stories in height, and a private garage for not more than two cars,
37 and other appropriate out buildings, incidental to residential use
38 of the plot.

39 COVENANT B. No building shall be located on any resi-
40 dential building plot nearer than thirty (30) feet to the front
41 lot line, nor nearer than five (5) feet to any side street line or
42 side lot line. In the event a house is turned on a corner lot to
43 face the side street, the setback line at the front of the lot
44 shall be five (5) feet greater than the setback of the adjoining
45 house and the setback line on the side street shall be 25 feet.

46 COVENANT C. No residential structure shall be erected
47 or placed on any building lot which has been subdivided into a
48 unit smaller than those laid out in the original plot plan.

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

LETON & STEADMAN
LAWYERS
INTERNATIONAL
BANK BUILDING
CODY, WYOMING

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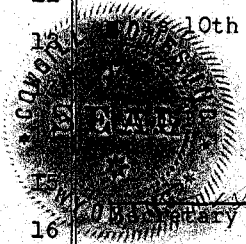
COVENANT E. No trailer, basement, tent, shack, garage, barn, or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

COVENANT F. No dwelling costing less than \$7,500.00 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 be not less than seven hundred (700) square feet in the case of a one-story structure, nor less than seven hundred (700) square feet in the case of a one and one-half, or two story structure.

COVENANT G. 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 upon any lot.

IN WITNESS WHEREOF, I have hereunto set my hand and seal 10th day of February, 1955.

COWGILL HOMES, INC., a Wyoming corporation



T. O. Cowgill by *T. O. Cowgill*
T. O. Cowgill, President

STATE OF WYOMING }
County of Park } ss

On this 9th day of February, A.D., 1955, before me personally appeared T. O. Cowgill to me personally known, who, having been by me first duly sworn, did say: That he is the President of Cowgill Homes, Inc., the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said T. O. Cowgill acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.



Laura J. Van Fleet
Notary Public

Commission expires: December 22, 1956

FILETON & STEADMAN
LAWYERS
MOSHONE NATIONAL
BANK BUILDING
CODY, WYOMING

Recorded March 4, 1955 at 3:30 P. M.
In Book 198 Page 80 Park County, Wyo.
No. 83185 Eva E. Larson, County Clerk.