

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, Victor R. Dacken and Mary E. Dacken, husband and wife, the present owners of all land included within the DACKEN SUBDIVISION to the Town of Cody, Wyoming, as shown by the official plat thereof on file and of record in the office of the County Clerk of Park County, Wyoming, does hereby covenant, agree and declare that all of the said land, not dedicated for public use, is held SUBJECT to all restrictions, conditions, covenants, charges and agreements hereinafter set forth and that all of said restrictions, conditions, covenants, charges and agreements are declared to be covenants running with the land and shall be binding upon and inure to the benefit of the undersigned, their heirs, successors, grantees and assigns.

These Covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1975, at which time said Covenants shall be automatically extended for successive periods of ten 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 subdivision to prosecute any proceedings at law or in equity against the persons or person 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 the lots in the tract shall be known and described as residential lots except.

1. Block one (1) (the area marked 'shopping center' on the recorded plat), Lots sixteen (16), seventeen (17), eighteen (18) in block six (6), which lot or lots may be used for commercial and business purposes. No structure for retail business purposes shall be erected or placed on said lot or lots other than a permanent building of solid masonry construction designed to harmonize architecturally with other business buildings and to be an integral

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part of a planned neighborhood shopping center. Plans and specifications shall be approved in writing by the committee referred to in paragraph C hereof before construction commences.

2. Block two (2); Lots one (1), Two (2), three (3), and four (4) of block six (6), which said lots may be used for rental housing. Structures placed on said lots and to be used for rental housing, shall be designed to harmonize architecturally with other structures in the said subdivision. Plans and specifications for said structures shall be approved in writing by the committee referred to in paragraph C hereof, before construction.

B.

No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, or one semi-detached single-family dwelling not to exceed two and one half stories in height and a private garage for not more than two cars and other outbuildings incidental to the residential use of the plot.

C.

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 has 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 one of the undersigned present owners and subdividers, or an agent or successor chosen by them, the subdivision architect, who shall be chosen by the undersigned, and one other person to be elected by a majority vote of lot owners other than these subdividers, or by a representative designated by a majority of the members of said committee. In the event of the 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 of said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (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 alteration 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

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designated representative, shall be entitled to any compensation for services performed under this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1975. 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 recorded owners appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

D.

No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located nearer than thirty-five (35) feet to the front lot line, nor nearer than fifteen (15) feet to any side street line. No building, except a detached garage, or other outbuilding located Ninety (90) feet or more from the front lot line, shall be nearer than five (5) feet to any side lot.

E.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet or a width of less than sixty (60) feet at the front building set-back line.

F.

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. No livestock or fowl shall be raised, kept or allowed to remain on any lot.

G.

No trailer, basement, tent, shack, garage, barn, or other 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.

H.

The ground floor area of the main structure of any dwelling, exclusive of one story open porches and garages, shall not be less than 660 square feet in the case of one-story structures, and no less than 600 square feet in the

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case of one and one-half story structures, two story structures, or two and one-half story structures. The minimum floor area of any commercial structure or rental structure shall be determined by the building committee, according to the type of business to be conducted therein, and proper considerations affecting rental units.

I.

No business, commercial or rental lots shall be subdivided, or more than one business or commercial use made of the same, except the area designated 'shopping center' which shall be developed as already provided herein.

J.

An easement is reserved over the rear five (5) feet of each lot for utility installation and maintenance, and across lots four (4), five (5) and eighteen (18) of Block six (6), and Lot twenty (20) of Block five (5); an easement is also reserved for installation and maintenance of water and sewer lines as now constructed. Structures placed on the lots set out in this paragraph shall be so placed as to make continued access to said sewer and water line possible. An easement for a sidewalk between Lots six (6) and seven (7) of Block two (2) is also reserved, which easement shall be along the entire length thereof and provide for a sidewalk five (5) feet wide.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the 14 day of April, 1949.

Mary H. Dacken
Victor R. Dacken
Owners

STATE OF WYOMING)
) ss.
County of Park)

Before me, a notary public, in and for the county in the state aforesaid, this day appeared Victor R. Dacken and Mary H. Dacken, known to me to be the persons whose names are affixed to the within and foregoing Declaration of Protective Covenants, and acknowledged to me, each for himself, that he [initials], sealed and delivered the same as and for his free act and deed for the purposes therein set forth.



WITNESS my hand and notarial seal this 14 day of April, 1949.

Hazel H. Kasper
Notary Public

My commission expires: 6/18/51

Recorded April 22, 1949 at 4:00 PM
in Book 145 Page 306 Park County, Wyo.
No. 66731 Eve E. Larson, County Clerk

AMENDED DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Victor R. Dacken and Mary H. Dacken, husband and wife, the present owners of all land included within the REVISED WEST PLAT OF DACKEN SUBDIVISION to the Town of Cody, Wyoming, as shown by the official plat thereof on file and of record in the office of the County Clerk of Park County, Wyoming, does hereby covenant, agree and declare that all of the said land, not dedicated for public use, is held SUBJECT to all restrictions, conditions, covenants, charges and agreements hereinafter set forth and that all of said restrictions, conditions, covenants, charges and agreements are declared to be covenants running with the land and shall be binding upon inure to the benefit of the undersigned, their heirs, successors, grantees and assigns. These Covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1975, at which time said Covenants shall be automatically extended for successive periods of ten 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 subdivision to prosecute any proceedings at law or inequity against the persons or person 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.

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C.

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