

A F F I D A V I I  
RESTRICTIVE COVENANTS  
DAVIDSON ADDITION

STATE OF WYOMING )  
                          ) ss  
COUNTY OF PARK    )

Harold Davidson and Edith B. Davidson, husband and wife,  
of P. O. Box 646, Cody, Park County, Wyoming, being first duly  
sworn on oath according to law, depose and say:

That they are the owners of that certain real property  
located in the City of Cody, Park County, Wyoming, recently  
platted as the Davidson Addition to the City of Cody as per the  
plat prepared by Engineering Associates, Cody, Wyoming, and now  
of record in the office of the County Clerk of Park County, having  
been filed for record on the 8 day of December, 1978, and recorded  
in Plat Book C at page 116 ;

That they intend to convey said lots to various purchasers  
by deed subject to the Restrictive Covenants as are hereinafter  
set forth to the end and for the purpose that the restrictions  
herein imposed shall inure to the benefit of each and every, all  
and singular, the purchasers of the said lots together with their  
heirs, successors and assigns; that the invalidation of any one of  
these covenants by judgment or otherwise shall in no way affect  
any of the other provisions which shall remain in full force and  
effect;

These covenants shall be and remain covenants running with  
the land and shall be effective with respect to all of the lots in  
the Davidson Addition from and after the date of recording this  
Affidavit in the Office of the County Clerk of Park County,  
Wyoming;

That the entire Block 1 and also Lot 1 in Block 2 are  
hereby designated as commercial lots and shall not be subject to  
the restrictions that apply to the residential lots but all lots

1 designated as commercial lots are specifically reserved and are  
2 intended to be used for commercial use. Any such commercial  
3 enterprise shall be at all times kept in a clean, orderly,  
4 sanitary condition and shall be operated in such a way as not to  
5 constitute a nuisance, either to the other commercial lots or to  
6 the residential lots in the Davidson Addition;

7 Lots 2 through 5 inclusive in Block 2 and Lots 1 through  
8 12 inclusive in Block 3 are hereby designated as residential  
9 lots and the following covenants apply to those residential lots:

10 COVENANT A: No structure or structures shall be erected,  
11 altered, placed or permitted to remain on any residential building  
12 lot, other than one detached single family dwelling, not to exceed  
13 two stories in height and a private garage for not more than two  
cars and such other appropriate outbuildings as are reasonably  
incident to the residential use of that particular lot.

14 COVENANT B: No dwelling shall be permitted on any lot  
15 that shall encompass a total ground floor area of not less than  
16 1100 square feet exclusive of the footage in any garage or other  
outbuilding.

17 COVENANT C: No building shall be located on any lot  
18 nearer to the front lot line or nearer to the side street line than  
19 the minimum building setback lines shown on the recorded plat. In  
20 any event no building shall be located on any lot nearer than  
21 twenty-five (25) feet to the front lot line or nearer than twenty-  
22 five (25) feet to any side street line. No building shall be  
23 located nearer than ten (10) feet to an interior lot line except  
24 that no side yard shall be required for a garage or other permitted  
25 accessory building located fifty (50) feet or more from the minimum  
26 building setback line. No dwelling shall be located on any inter-  
27 ior lot nearer than twenty-five (25) feet to the rear lot line.  
28 For the purposes of this covenant, eaves, steps and open porches  
29 shall not be considered as a part of the building, provided, how-  
30 ever, that this shall not be construed to permit any portion of a  
31 building on a lot to encroach upon another lot.

32 COVENANT D: Easements for installation and maintenance  
of utilities and drainage facilities are reserved as shown on  
the recorded plat and over the rear ten feet of each lot.

COVENANT E: No noxious or offensive activity 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.

COVENANT F: No structure of a temporary character, nor  
any trailer, basement, tent, shack, garage, barn or other out-  
building shall be used on any lot at any time as a residence  
either temporarily or permanently.

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.

1            COVENANT H: No animals, livestock or poultry of any kind  
2 shall be raised, bred or kept on any lot, except that dogs, cats  
3 or other household pets may be kept, provided that they are not  
4 kept, bred, or maintained for any commercial purpose.

5            COVENANT I: No lot shall be used or maintained as a dump-  
6 ing ground for rubbish. Trash, garbage or other waste shall not  
7 be kept except in sanitary containers. All incinerators or other  
8 equipment for the storage or disposal of such material shall be  
9 kept in a clean and sanitary condition.

10           COVENANT J: Term. These covenants are to run with the  
11 land and shall be binding on all parties and all persons claiming  
12 under them for a period of twenty-five years from the date these  
13 covenants are recorded. Thereafter said covenants shall be auto-  
14 matically extended for successive periods of ten (10) years unless  
15 an instrument signed by a majority of the then owners of the lots  
16 has been recorded agreeing to change said covenants in whole or in  
17 part.

18           COVENANT K: With respect to all lots in the Davidson  
19 Addition any condition or situation which existed before the date  
20 hereof on any lot whether commercial or residential is hereby  
21 preserved, provided, however, that any non-conforming use which is  
22 hereafter terminated shall not under any circumstances be there-  
23 after reinstated.

24           COVENANT L: Enforcement. Enforcement shall be by pro-  
25 ceedings at law or in equity against any person or persons violat-  
26 ing or attempting to violate any covenant either to restrain  
27 violation or to recover damages.

28           COVENANT M: Severability. Invalidation of any one of  
29 these covenants by judgment or court order shall in no wise affect  
30 any of the other provisions which shall remain in full force and  
31 effect.

32           COVENANT N: All construction shall be new construction  
and no building or buildings shall be moved from another location  
to any site in the subdivision with one exception, namely, that  
the home presently owned and occupied by the Harold Davidson family  
will be within one year from the date hereof moved to another lot  
to be selected by Harold Davidson.

COVENANT O: All lots in the entire Davidson Addition have  
access to the water, sewer, electricity, television and other  
utilities of the City of Cody, Park County, Wyoming. No individual  
or private sewage disposal systems or water systems shall be  
permitted. All such systems shall at all times be installed in  
accordance with the codes of the City of Cody and with the standards  
and recommendations of the State of Wyoming, Department of Public  
Health.

          IN WITNESS WHEREOF we have hereunto set our hands at Cody,  
Wyoming, this 8 day of December, 1978.

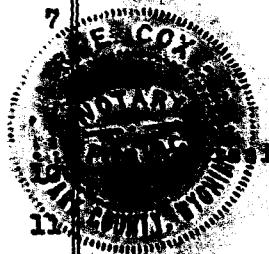
*Harold Davidson*  
\_\_\_\_\_  
Harold Davidson

*Edith B. Davidson*  
\_\_\_\_\_  
Edith B. Davidson

1 STATE OF WYOMING )  
2 COUNTY OF PARK } ss.

3 The foregoing instrument was acknowledged before me by  
4 Harold Davidson and Edith B. Davidson, husband and wife, this 8<sup>th</sup>  
5 day of December, 1978.

6 WITNESS my hand and official seal.



*[Handwritten Signature]*

Notary Public

Commission expires: 7-8-80

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State of Wyoming, }  
County of Park, }  
This instrument was filed for record  
on the 8 day of December  
1978 at 2:50 o'clock P. M., and  
duly recorded in Microfilm Book 35  
records on page 373  
PHYLLIS M. WAGGONER, Register of Deeds  
By *[Handwritten Signature]* Deputy  
No. 179093

COPY MADE BY  
BOX 948  
12/07/78  
130027

CORRECTIVE AFFIDAVIT

RESTRICTIVE COVENANTS

DAVIDSON ADDITION

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STATE OF WYOMING )  
                          ) ss.  
COUNTY OF PARK )

Harold Davidson and Edith B. Davidson, husband and wife,  
of P. O. Box 646, Cody, Park County, Wyoming, being first duly  
sworn on oath according to law, depose and say:

That heretofore and on or about the 5 day of December,  
1978 they signed, acknowledged and recorded the protective coven-  
ants for the Davidson Addition entitled, "Affidavit - Restrictive  
Covenants - Davidson Addition;"

That it has now been discovered that there is an error  
in those covenants; that the paragraphs beginning at line 30 on  
page 1 and running through line 9 on page 2 are hereby deleted in  
their entirety and that the following is substituted in lieu  
thereof:

That Lots 1, 2 and 3 in Block 1 and Lot 1 in Block 2 are  
hereby designated as commercial lots and shall not be subject to  
the restrictions that apply to the residential lots but all lots  
designated as commercial lots are specifically reserved for and  
are intended to be used for commercial use. Any such commercial  
enterprise shall be at all times kept in a clean, orderly, sani-  
tary condition and shall be operated in such a way as not to con-  
stitute a nuisance either to the other commercial lots or to the  
residential lots in the Davidson Addition;

Lots 4 through 12 inclusive in Block 1 and Lots 2 through  
5 inclusive in Block 2 and Lots 1 through 9 inclusive in Block 3  
are hereby designated as residential lots and the following  
covenants apply to those residential lots:

Each and every, all and singular, the other provisions in  
the Affidavit - Restrictive Covenants - Davidson Addition are

1 hereby ratified, approved, reconfirmed and reasserted.

2 DATED this 8 day of December, 1978.

3 Harold Davidson  
4 Harold Davidson

5 Edith B. Davidson  
6 Edith B. Davidson

7 STATE OF WYOMING )  
8 COUNTY OF PARK ) ss.

9 The foregoing instrument was acknowledged before me by  
10 Harold Davidson and Edith B. Davidson, husband and wife, this  
11 day of December, 1978.



12 WITNESS my hand and official seal.

[Signature]  
Notary Public

Commission expires: 7-8-80

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State of Wyoming, } ss  
County of Park.

This instrument was filed for record  
on the 7 day of March  
1979 at 12:15 o'clock P.M., and  
duly recorded in record Book 37  
record on page 454

MARIE BONFANE, Register of Deeds  
By Rosetta Greenfield  
No. 180301

Return to:  
Harold Davidson  
Box 646  
Cody, Wyoming 82414