

## DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that we, Floyd E. Musser and Marjorie E. Musser, husband and wife, and Robert E. Musser and Lillian D. Musser, husband and wife, being the present owners of the following described property:

That portion of Lot 56, resurvey, known under the original survey as Lot 3,  $W\frac{1}{2}NE\frac{1}{4}$ ,  $SE\frac{1}{4}NW\frac{1}{4}$ ,  $E\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ ,  $E\frac{1}{2}$  of Lot 4, and a 1.00 acre tract in  $W\frac{1}{2}$  of Lot 4, (all in Lot 56, resurvey, being in Sec. 1, original survey, T. 52 N., R. 101 W. of the 6th P. M., Park County, Wyoming) which 1.00 acre tract may be described as follows: Beginning at a point on the north-south mid-lot line of said Lot 4, which point is located 901 feet south of the north line of said Lot 4, thence south 340 feet, thence west for 128 feet at right angles to said mid-lot line of Lot 4, thence north for 340 feet, parallel with said mid-lot line of Lot 4, thence east for 128 feet to the point of beginning, said parcel of land to contain 1.00 acre more or less, and which total parcels of land may be more particularly described by metes and bounds as follows:

Beginning at Corner No. 2 of Lot 42, resurvey, T. 52 N., R. 101 W. of the 6th P. M., Park County, Wyoming, thence South  $89^{\circ}23'$  East for 2646 feet, to Corner No. 3 of Lot 41, thence due east for 248.5 feet, to the northeast corner of the west half of the northeast quarter ( $W\frac{1}{2}NE\frac{1}{4}$ ) of Lot 56, resurvey, being Sec. 1, original survey, thence South  $0^{\circ}04'$  East for 2654.1 feet to the mid-lot line of said Lot 56, thence North  $89^{\circ}50'$  West along said mid-lot line of said Lot 56, for 3304.3 feet, thence North  $0^{\circ}14'$  West for 1438.58 feet, thence South  $89^{\circ}46'$  West for 128 feet, thence North  $0^{\circ}14'$  West for 340 feet, thence North  $89^{\circ}46'$  East 128 feet, thence North  $0^{\circ}14'$  West for 901 feet, thence South  $89^{\circ}38'$  East for 410.2 feet, to Corner No. 2 of Lot 42, or to the point of beginning, said parcel of land to contain 201.65 acres, more or less,

have caused said land to be surveyed, platted and dedicated as Musser Subdivision No. 2, located in Lot 56, resurvey, or Sec. 1, original survey, T. 52 N., R. 101 W. of the 6th P. M., Park County, Wyoming, as shown by the plat of said subdivision with certificate of dedication and certificate of surveyor dated December 4, 1961.

and filed in the office of the county clerk of Park County, Wyoming on December 8, 1961.

We hereby establish the following general use and building plan and restrictions for said area and we hereby covenant, agree and declare that all of said property is held subject to this plan and the restrictions herein contained, all of which shall be covenants running with the land and shall be binding upon and inure to the benefit

of the undersigned, their heirs, devisees, successors, grantees and assigns.

We further covenant, agree and declare that all subsequent grants of said

property or any part thereof shall be subject to said general plan and restrictions:

1. All streets and alleys shown in said plat of this subdivision are hereby dedicated to public use forever.

2. No residences shall be constructed with less than 1,000 square feet of floor space including attached garage, and each residence must be placed on not less than 10,000 square feet of land. All residences shall be modern and have septic tanks until sewer is available. Outbuildings are to match the residence on the property in design and construction. No residence can be built within 25 feet of another residence building. No basement, tent, shack, garage, or other outbuilding shall be used as a residence nor be permitted to remain on said property after one year from date hereof.

3. All lots in the tract shall be restricted in that the sale of alcoholic or malt liquors shall be forever prohibited thereon.

4. No noxious or offensive trade or activity (including but not limited to junk yards and abattoirs) 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.

5. All owners of property in said subdivision shall cooperate in the fair and proper division of irrigation water and the maintenance and clearing of ditches, and all easements necessary and proper for irrigation ditches are specifically reserved against and in favor of each lot or tract so that all lots and tracts may receive ample water for irrigation, stock and domestic use.

6. Each lot or tract of said property hereafter conveyed shall within one year after the date of conveyance be properly fenced with a good, lawful fence by the grantee and said fence thereafter shall be properly maintained by said grantee and any adjoining owner.

7 All necessary easements are reserved for sewer, water, power and other utilities across all of said land.

The general plan and restrictions herein contained inure to the benefit of the purchasers of tracts or lots within said subdivision. If they, their grantees, heirs or assigns, or any of them, 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 in said subdivision to take any appropriate proceedings against the person or persons violating or attempting to violate the same for the purpose of restraining any violation of these covenants and restrictions and to recover any damages incurred in consequence thereof. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other covenants and restrictions herein, all of which shall remain in full force and effect.

EXECUTED this 20th day of December, 1961

Robert E. Musser

Floyd E. Musser

Lillian D. Musser

Husband and wife

Marjorie E. Musser

Husband and wife

STATE OF WYOMING )  
County of Park ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared Floyd E. Musser and Marjorie E. Musser, husband and wife, and Robert E. Musser and Lillian D. Musser, husband and 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.

Notary Public

My commission expires:

Jan. 5, 1962 at 4:00 P.M.  
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101600