

DECLARATION OF RESTRICTIVE COVENANTS

Skyline Ranch

1st Filing

To

The Public

**THE STATE OF WYOMING, County of Teton ss.
Filed for the record in my office this 21 day of July
A.D. 1967 at 10:05 o'clock A.M., and recorded in
Book 12 of Mixed Records on Page 726.
V. Jolynn Counce, County Clerk and Ex-Officio
Recorder of Deeds.**

DECLARATION OF RESTRICTIVE COVENANTS

THE SKYLINE RANCH, FIRST FILING

STATE OF WYOMING)

) ss

COUNTY OF TETON)

John Morgan, also known as John E. P. Morgan, Jr. and Gloria Greenley Morgan, husband and wife, owners by the entireties of an undivided one-half interest as tenants in common with the other owners in and to the following described property; Harry C. Barker, Jr. owner of an undivided one fourth interest as tenant in common in and to the following described property; Margaret S. Barker, owner of an undivided one-fourth interest as tenant in common, in and to the following described property (hereinafter collectively referred to as the Developers), to-wit:

That portion of the Southeast Quarter of the Southeast Quarter (SE^{1/4}SE^{1/4}) of Section Twenty-five (25) lying Southerly and Westerly of Wyoming State Highway No. 22, and the Southwest Quarter of the Southeast Quarter (SW^{1/4}SE^{1/4}) and the East six (6) acres of the Southeast Quarter of the Southwest Quarter (SE^{1/4}SW^{1/4}), in Section Twenty-five (25), Township Forty-one (41) North, Range One Hundred Seventeen (117) West of the Sixth P.M. Teton County, Wyoming.

The same being the real property now duly platted as the Skyline Ranch of Teton County, Wyoming, the Plat thereof being filed as Plat No. 182 in the Office of the County Clerk and Ex-Officio Recorder of Deeds for the Teton County, Wyoming, hereby make the following declarations as to limitations and uses to which the Lots and Tracts included therein may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitation upon all future owners thereof, this Declaration of Restrictions being designated for the purpose of keeping and maintaining the use and development of the real property desirable, uniform and suitable as herein specified.

*restrictions

A. GENERAL

1. **RESIDENTIAL USE:** All Lots and Tracts are hereby restricted in use for residential purpose only, and neither the premises nor any improvements thereon shall be used for any commercial, public, illegal, or immoral purpose or purposes and no public nuisance shall be maintained or permitted to exist thereon.
2. **SUBDIVISION AND COMBINATION:** No lot or tract shall be subdivided in any manner, including without limiting the generality of the foregoing, a conveyance of less than a full lot or tract as presently platted. Two or more contiguous lots of tracts, if owned by the same record owner, may be combined as one lot or tract for the purpose of applying the covenants and restrictions herein contained by such record owner making such election in writing and duly recording the same in Teton County, Wyoming, and from and after such election such combined lots or tracts shall be treated as one lot or tract for the purposes of applying the provisions hereof.
3. **TEMPORARY RESIDENCE:** No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a lot of tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.
4. **SIGNS:** No signs, billboards or advertising structures of any kind shall be erected or maintained on any lot or tract or structure for any purpose whatsoever, except such as may be approved from time to time by the Site Committee as reasonably necessary for identification of residence.
5. **CONSTRUCTION:** Only new construction of alteration of existing construction shall be

permitted. All construction and alteration shall comply with the provisions of the following standard codes, or their official amendments:

Uniform Building Code, Current Edition, International Conference Building Officials;
National Plumbing Code, Current Edition;
National Electric Code, Current Edition;
National Fire Protective Association International;

And with such State of Wyoming building, health and safety codes as may be applicable to the addition. Variances from the terms of such codes and substitutions of applicable codes may be made by the Site Committee.

6. **WASTE DISPOSAL:** Each structure designed for occupancy or use by human beings shall be connected to a private waste-disposal system at the owners expense, such waste disposal system shall conform to the standards applicable for the area, including, without being limited to, the Wyoming State Public Health Department, and the specifications, plans, etc., must be submitted to the Site Committee for written approval prior to installation.

7. **WATER SYSTEM:** Each structure designed for occupancy or use by human beings shall be connected to the common water supply provided by the Developers for all the property and no other water system including, but not limited to wells, shall be allowed.

8. **EXCAVATION AND MINING:** No excavation of any kind, including that for stone, sand, gravel or earth shall be made on the property except for such excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind shall be permitted upon any lot or tract.

9. **TREES:** Except as authorized by the Site Committee, native trees and timber shall not be removed from any lot or tract, except as necessary for the construction of authorized buildings and improvement.

10. **LIVESTOCK:** Livestock as may be kept on any lot or tract shall be so cared for as not to constitute a nuisance.

11. **CONTINUITY OF CONSTRUCTION:** All structures commenced shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, except with the written consent of Site Committee. If the construction progress is slowed, or interrupted, the construction site shall be cleaned up into a neat and safe place.

12. **FENCES:** Fences shall be treated as improvements, and subject to the prior written approval of the Site Committee and all fences shall be of wood construction with the understanding that no metal posts will be allowed and no barbed wire shall be used.

13. **TRASH AND GARBAGE:** No trash, ashes, garbage or other refuse may be thrown, dumped or piled on any land within the Skyline Ranch, First Filing. The burning of refuse out of doors shall not be permitted. Each property owner shall provide suitable receptacles for the collection of refuse and such refuse receptacle shall be screened from public view and protected from disturbance.

14. **UTILITIES, EASEMENTS AND LINES:** There are hereby reserved for the purpose of installing and maintaining utility facilities and for such other purposes incidental to the development of the property the easements shown upon the Plat of the Skyline Ranch, First Filing. All utility and service lines and fuel storage tanks shall be buried unless otherwise approved by the Site Committee.

15. **STREETS:** All streets shown on the plat are reserved as private rights-of-way for the Developers, the lot or tract owners, and occupants as well as each of their employees, invitees and visitors. The Site Committee shall have the right and power to subject the owners to an annual charge to care for and maintain the streets. Commencing October 1, 1967, and on the same day of each year thereafter, each owner of the property, other than the Developers, shall pay to the Site Committee, in advance, the maintenance charges against his property. The charge will be delinquent when not paid within 30 days after it becomes due. In the event that an owner acquires title after October 1 of any year, then such owner shall be given a pro-rate credit for the annual maintenance charge from October 1 to the date on which the owner acquired title. The annual charge may be adjusted or reduced from year to year by the Site Committee as the needs of the streets in its judgment may require. The Site Committee shall have a lien on all lots or tracts to secure payment of the maintenance charges due and to become due and the owner of such lots or tracts shall be personally liable for all maintenance charges. Upon demand the Site Committee shall furnish to any owner or mortgage or person interested a certificate showing the unpaid

maintenance charges against any lot or tract.

B. SITE COMMITTEE

16. **DUTIES AND AUTHORITY:** The Site Committee hereinafter constituted shall have the duty and authority to approve plans and specifications, including plot plans, as being in conformity with the terms and conditions of these Restrictive Covenants and to issue building permits therefor; to grant variances of and make substitutions for building codes as provided herein and authorize variances of the terms and hereof where necessary and not injurious to the rest of the addition; authorize removal of trees; authorize waste disposal systems; authorize the construction of fences; assess street maintenance charges; and to act and give their approval as may be otherwise set forth in these restrictive Covenants and to enforce the terms hereof by appropriate legal action. A building permit granted by the Site Committee shall be conclusive evidence of the compliance of the terms hereof for the construction, improvements, alterations and use authorized by the permit. The Site Committee and the members thereof shall not be liable for the performance or lack of performance under this instrument and any amendments, modifications, or repletions of the same.

17. **Building Permit:** No building, fence, wall or other improvement shall be constructed, erected or maintained on any lot or tract; nor shall any addition thereto, or alteration therein be made until the ideas, plans, specifications and such other information relating to such improvements as the Site Committee may require shall have been submitted to and approved in writing by the Site Committee.

The Site Committee may require, among other things, the following information drawn to scale and showing:

Incoming Water line and size.

Elevation of garage floor, and all finished floors from grade.

Siding specifications and details of application with color and type of finish.

Roofing specifications and details of application and color.

Details of roof gable and cave overhangs.

Driveway approach and provision for parking.

Surface drainage.

Elevation drawings of proposed construction, the number of such drawings to be determined by Site Committee.

In passing upon such plans and specifications the Site Committee shall consider the suitability of the improvements, the materials of which it is being constructed, the colors to be used, the site upon which it is located, the nature of the adjacent and neighboring improvements, the quality of the material to be used in any proposed improvement, the effect of any proposed improvement on the outlook of any adjacent and neighboring property or improvements, it being the objective of the Site Committee to make certain that no improvement is so familiar or dissimilar to others in the neighborhood that values, monetary or aesthetic, will be impaired.

18. **COMPOSITION:** The Site Committee is composed of Harry C. Barker, Jr., John Morgan, also known as John E. P. Morgan, and Peter M. Jorgensen (H.C.B. J.M.). Any act by the majority of the then acting Site Committee shall constitute the act of the entire Committee. Vacancies in the committee caused by death, resignation or inability to act, shall be filled by the remaining members of the Committee.

19. **DELEGATION OF AUTHORITY:** The Site Committee may appoint from time to time a representative or representatives to carry out the ministerial acts of the Committee.

C. MISCELLANEOUS

20. **AMENDMENTS AND MODIFICATIONS:** The covenants and conditions hereof may be amended, modified or repleted at any time by the consent of the then record owners of 75% or more of the lots or tracts.

21. **VALIDITY:** Invalidation of one or more of the covenants or conditions hereof by court judgment or other shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

22. **HEADING:** The headings used herein are for convenience only and are not to be used in construing the meaning of any paragraph.

IN WITNESS WHEREOF this Declaration of Restrictive Covenants is executed this 20 day of July, 1967.

John Morgan

Gloria Greenley Morgan

Harry C. Barker, Jr.

Margaret S. Barker

DECLARATION OF RESTRICTIVE COVENANTS
SKYLINE RANCH

Tracts of land sold as residential sites in areas not included within the First Filing are subject to the following limitations, restrictions and uses to which the property herein conveyed may be put, hereby specifying that said declarations constitute covenants to run with the land as provided by law and shall be binding upon the grantees and all persons claiming under them and for the benefit of and limitation upon all future owners thereof.

1. **RESIDENTIAL USE:** The property is hereby restricted in use for residential purpose only and neither the property nor any of the improvements thereon shall be used for any commercial, public, illegal or immoral purpose or purposes and no public nuisance shall be maintained or permitted to exist thereon.

2. **NO SUBDIVISION:** The property shall not be subdivided in any manner.

3. **TEMPORARY RESIDENCE:** No trailer, basement, tent shack, garage, barn or other out-building 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.

4. **SITE COMMITTEE:** The Site Committee, hereinafter constituted shall have the duty and authority to approve plans and specifications, including plot plans, as being in conformity with the terms and conditions of these Restrictive Covenants and to issue building permits therefore, to grant variances of and make substitutions for building codes as provided herein and authorize variances of terms hereof, where necessary and not injurious to the rest of the development; authorize removal of trees; authorize waste disposal systems; authorize water supply systems; authorize the construction of fences; assess road maintenance charges and to act and give their approval as may be otherwise set forth in these Restrictive Covenants and to enforce the terms hereof by appropriate legal action. A building permit granted by the Site Committee shall be conclusive evidence of the compliance of the terms hereof, for the construction improvements, alterations and use authorized by the permit. The Site Committee, and the members thereof, shall not be liable for the performance of the lack of performance under this instrument and any amendments, modification, or repletions of the same.

5. **COMPOSITION OF THE SITE COMMITTEE:** The Site Committee is composed of Harry C. Barker, Jr., John Morgan, also known as John E. P. Morgan, and Peter Jorgensen. Any act by the majority of the then acting Site Committee shall constitute the act of the entire committee. Vacancies in the Committee caused by death, resignation or inability to act shall be filled by the remaining members of the committee.

6. **DELIGATION OF THE SITE COMMITTEE AUTHORITY:** The Site Committee may appoint from time to time a representative or representatives to carry out the ministerial acts of the committee.

7. **SIGNS:** No signs, billboard or advertising structures of any kind shall be erected or maintained for any purpose whatsoever, except as may be approved from time to time by the Site Committee, as reasonably necessary for the identification of the property.

8. **CONSTRUCTION:** Only new construction or alteration of existing construction shall be permitted. All construction and alterations shall comply with the provisions of the following standard codes of their official amendments:

Uniform Building Code, Current Edition, International Conference Building Officials;

National Plumbing Code, Current Edition;

National Electric Code, Current Edition;

National Fire Protective Association International;

And with such State of Wyoming building, health and safety codes as may be applicable.

Variances from the terms of such codes and substitutions of applicable codes may be made by the Site Committee.

9. **WASTE DISPOSAL SYSTEM:** Each structure designed for occupancy or use by human beings shall be connected to a private waste-disposal system at the owner's expense. Such waste disposal system shall conform to standards set by the Wyoming State Department of Public Health and such other health codes as may be applicable. Complete specifications, construction and installation details shall be shown on plans submitted in duplicate to the Site Committee for review and written approval prior to installation. See Item #18 of these provisions. Details of the layout shall be shown on the site plan.

10. **WATER SYSTEM:** Each structure designed for occupancy or use by human beings shall be connected to the common water supply provided by the Developers for all the property and no other water system including, but not limited to wells, shall be allowed.

11. **EXCAVATION AND MINING:** No excavation of any kind, including that for stone, sand, gravel or earth shall be made on the property except for such excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind shall be permitted upon the property.

12. **TREES:** Except as authorized by the Site Committee, native trees and timber shall not be removed from the property.

13. **LIVESTOCK:** Livestock as may be kept on the property shall be so cared for as not to constitute a nuisance.

14. **CONTINUITY OF CONSTRUCTION:** All structure once commenced shall be prosecuted diligently to completion and shall be completed within 12 months of commencement, except with the written consent of Site Committee. If the construction progress is slowed, or interrupted, the construction site shall be cleaned up and maintained in a clean, sale condition.

15. **FENCES:** Fences shall be treated as improvements, and subject to the prior written approval of the Site Committee; all fences shall be of wood construction with the understanding that no metal posts will be allowed and no barbed wire shall be used.

16. **TRASH AND GARBAGE:** No trash, ashes, garbage or any other refuse may be allowed to collect, thrown, dumped or piled on the property, nor on neighboring properties. The burning of refuse out of doors shall not be permitted. Each property owner shall provide suitable receptacles for the collection of refuse, and such refuse shall be screened from public view, and, protected from disturbance at all times.

17. **UTILITIES, EASEMENTS AND LINES:** All utility and service lines and fuel storage tanks shall be buried and/or screened from public view.

18. **CONSTRUCTION:** No building, residence, garage, guest house, out building or other structure, and no fence, wall, wire, pipe, waste disposal system, water supply system, path, walkway, hedge, drive, aerial, antennae, or exterior ornament of any kind, nor any addition, alteration, or remodeling thereof, including repainting or redecorating of the exterior of any structure, shall be made, altered, placed, or permitted to remain on any portion of the property conveyed unless and until detailed drawings, plans, and complete specifications and proposals, as summarily outlined below, and such other information relating to such improvements is the Site Committee may from time to time require, shall have been submitted in duplicate to the Site Committee, and the external design, the colors and color scheme, the decoration, the construction, and the material to be used, in the construction, the dimensions, and the location(s) thereof shall have been approved in writing by the Site Committee. One copy of all submissions shall remain with the Site Committee. Two weeks shall be deemed ample time for review. Drawings, plans, specifications, proposals shall include the following: **Site Plan:** A site plan drawn to scale on a topographic site map of a contour interval of five (5)' feet or less, that clearly details the dimensions of the property, the north point, the proposed locations and dimensions and elevations of all buildings, walks, drive approach, off street parking, step terraces, porches, decks, fences, walls, and other proposed improvements. Elevations of all floor levels of all buildings shall be shown in relation to existing grade elevations and proposed finish grade elevations other elevations as necessary to show extent of finish grading and surface drainage. Details of layout of all underground wire, pipe, well, tanks, shall be shown. Floor plans, exterior elevation drawings, all porches, decks, balconies, patios, etc., shall be shown in their relation to the topography of the site. Details and wall section indicating construction from lowest footing to highest point of roof, specifying exterior materials, their finish and color. Each owner shall provide off-road parking sufficient to accommodate the parking requirements inherent in the nature of the improvements. Grading of drive approach shall be accomplished in cooperation with the Site Committee, and the owner shall provide culvert as may be necessary as determined by the Site Committee.

In passing upon such plans and specifications the Site Committee shall consider the suitability of the improvement, the materials of which it is being constructed, the colors to be used, the quality of the materials to be used in the proposed improvement, the effect of any proposed improvements, it being the object of the Site Committee to make certain that no improvement is so similar or so dissimilar to others in the neighborhood that values, monetary or esthetic will be impaired.

19. **INSTRUCTIONS BY OWNER:** It shall be the responsibility of the owner to instruct such person and/or firms engaged by the owner in the planning, design and construction of all improvements on the property of the requirements of these restrictions.

20. **DRAINAGE:** The owner shall not cause or permit sewage or other noxious or offensive matter to drain into or be placed in or on any pond, ditches, marshes, or neighboring lands. Broad use of pesticides and chemical fertilizers shall be considered offensive.

21. **MAINTENANCE:** The Site Committee shall have the right and power to make assessments against the grantee and each and every other owner of property in the area hereby conveyed for road maintenance, which includes, without being limited to, snow removal, and other expenses in enforcing these restrictions. It being the intention of this provision that the grantor or the Site Committee not provide such maintenance and that each owner shall share in such maintenance as may be determined from time to time by the Site Committee in accordance with the number of owners who will, from time to time, own property in the area hereby conveyed. The grantor intends to extend its road system as it develops more property in this area and grantee agrees to pay his share of such maintenance as herein provided and in no event shall the grantor of the Site Committee be responsible for such maintenance. It shall be the responsibility of the Owner to maintain this property in a neat, clean and orderly condition at all times.

22. **AMENDMENTS AND MODIFICATIONS:** The covenants and conditions hereof may be amended, modified, or repealed at any time by the consent of the Site Committee and the grantee.

23. **VALIDITY:** Invalidation of one or more of the covenants or conditions hereof by court, judgment or other shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

24. **HEADINGS:** The headings used herein are for convenience only and are not to be used in construing the meaning of any particular paragraph.

25. **BINDING EFFECT:** These covenants are binding upon the parties and their respective heirs, administrators, executors, and successors and assigns.