

DECLARATION OF RESTRICTIVE COVENANTS

STATE OF WYOMING )  
                          ) SS .  
COUNTY OF TETON )

Recorded 10-12 1972 at 11:10 o'clock A.  
in Book 20 of Photo Page 136 to 171  
No. 126193 10.00 pd  
*W. J. Quinn* County Clerk

Western Recreation Corporation, a Wyoming corporation,

owner's of the following described property, to-wit:

SEE EXHIBIT A annexed hereto

the same being the real property now duly platted as the Teton Wilderness Ranch of Teton County, Wyoming, the plat thereof being filed as Plat No. 215 in the Office of the County Clerk, an Ex-officio Recorder of Deeds for Teton County,

Wyoming, hereby make the following declarations as to limitations, restrictions, 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 owner's thereof for period of thirtyfive (35) years, and for automomatic extensions thereof for twentyfive (25) year periods unless, and until, amended or modified in accordance with paragraph 18 of this Declaration of Restrictive Covenants. This declaration of restrictions being designated for the purpose of keeping and maintaining the use and development of the real property desireable, uniform, and suitable, as herein specified.

CORDED
COMPALED
INDEXED ✓
ASSIGNED

1. RESIDENTIAL USE. All lots and tracts are hereby restricted in use for one family residential purposes only, and neither the premises, nor any improvements thereon, shall be used for any commercial, public, illegal, or immoral purpose or purposes, and no nuisance shall be maintained or permitted to exist thereon. It being the intent of this restriction that there be no apartments, condominiums, or cooperatives.

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 or tracts, if owned by the same record owner may be combined as one lot or tract for the purposes of applying the

covenants or restrictions herein contained by such record owner, making such election in writing and duly recording the same with the Office of the County Clerk, an Ex-officio Recorder of Deeds for Teton County, Wyoming, and from and after such elections, such combined lots or tracts shall be treated as one lot or tract for the purposes of applying the provisions hereof.

3. CONSTRUCTION. Only new construction, or alteration of existing construction, shall be permitted. All buildings shall be western in character, design and architecture. All construction and alteration shall comply with the provisions of the following standard codes or their official amendments.

Uniform Building Code, current edition

National Plumbing Code, current edition

National Electrical Code, current edition

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

Except for boundary fences, no building, structure, or improvement shall be erected, altered, placed, or permitted to remain on the property closer than 20 feet to the boundary line.

4. COST AND SIZE OF DWELLING. No dwelling shall be permitted on the property costing less than \$20,000.00, and the ground floor area of the main structure, exclusive of one story open porches and connecting garages, shall be not less than 1,000 square feet, in the case of a one story dwelling, and not less than 750 square feet in the case of a two story dwelling. No construction shall be more than 20 feet in height as measured from the highest point on the ground surrounding the construction, as determined by the natural slope of the property on which the building is constructed.

5. TEMPORARY RESIDENCE. No trailer, basement, tent, shack, garage, barn, or other building, erected on a lot or 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.

6. 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 the Site Committee. If the construction progress is slowed, or interrupted, the construction site shall be cleaned up into a neat, safe, place.

7. LIVESTOCK AND ANIMALS. No animals, or fowl, of any kind, shall be kept or maintained in the subdivision, except for house pets, and not more than four house pets of four months or more in age, shall be kept per lot.

8. UTILITIES. All utility service lines shall be buried. Propane tanks, if used, shall be painted so as to be camouflaged, that is, so that they will blend in with the surrounding background, so as not to be an eyesore.

9. EASEMENT. 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 on the plat of the property. The easements shown along the east ten feet of Lava Creek is for the purpose of extending to the public a right of way along Lava Creek.

10. WASTE DISPOSAL. Each structure designed for occupancy or use by human beings, shall be connected to a private, individual waste disposal system at the owner's 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.

11. WATER DISPOSAL. Each structure designed for occupancy or use by human beings, shall be connected to a private water supply system at the owner's expense. Such

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water 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.

12. FENCING. 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 of buckrail, or other rustic material.

13. 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 improvements.

14. EXCAVATION AND MINING. No excavation for stone, sand, gravel, or earth, shall be made on any lot, 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 on any lot or tract.

15. TRASH AND GARBAGE. No trash, ashes, garbage or other refuse may be thrown, dumped, or piled, on any of the 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 receptacle shall be screened from public view and protected from disturbance. Each owner is responsible to have the trash removed from his property at regular times during the period the improvements on the property are occupied at the owner's expense.

16. ROADS. The roads shown on the plat have been dedicated to Teton County, Wyoming. However, it may be that Teton County will not, or has not, accepted the responsibility of maintaining the roads, and providing snow removal from the roads. Therefore, commencing July 1, 1973, 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 thirty days after it becomes due. In the event that an owner acquires title after July 1 in any year, then such owner shall be given a pro-rata credit for the annual maintenance charge from July 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 roads in its judgment may require. The Site Committee shall have a lien on all lots and tracts to secure payment of the maintenance charge 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 mortgagee, or person interested, a certificate showing the unpaid maintenance charges against any lot or tract.

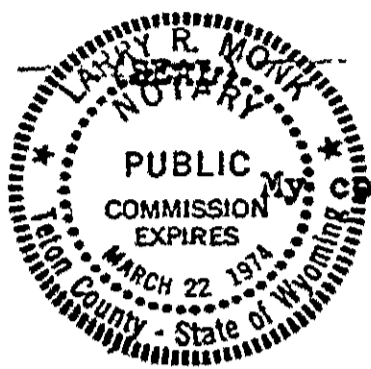
17. SITE COMMITTEE. The Site Committee of Zen Merritt, Robert Corbett and Roy Peck. Any acts by the majority of the then acting Site Committee shall constitute the acts of the entire committee. Vacancies in the committee caused by death, resignation, or inability to act, shall be filled by the remaining members of the committee.

a. Duties and authority. The Site Committee 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 hereof, where necessary, and not injurious to the rest of the addition. Authorize removal of trees. Authorize waste and water systems. Authorize the construction of fences. Assess road maintenance and snow removal charges, and to act and to 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,

STATE OF WYOMING )  
                  ) SS .  
COUNTY OF TETON )

The foregoing instrument was acknowledged by Western  
Recreation Corporation by J. E. M. M. M. M.  
its vice president, before me this 18<sup>th</sup> day  
of Sept, 1972.

Witness my hand and official seal.



L. R. Monk  
Notary Public

My commission expires: March 22 1974

and any amendments, modifications, or repletions of the same.

b. Building permit. No building, fence, 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. 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 to be located. The nature of the adjacent and neighboring improvements, the quality of the material to be used in any proposed improvements, the effect of any proposed improvement. It being the objective of the Site Committee to make certain that no improvement is so similar, or dissimilar, to others in the neighborhood, that values, monetary, or esthetic, will be impaired.

c. 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.

18. AMENDMENTS AND MODIFICATIONS. The covenants and conditions hereof may be amended, modified, or repleted at any time by the consent of the then record owner's of 75% or more of the lots or tracts. Said amendments, modification, or repletion, to be filed and recorded in the same manner as are these covenants.

19. VALIDITY. Invalidation of any or more of the covenants or conditions hereof by court judgment, or other order, shall not effect in any manner the other provisions hereof, which shall remain in full force and effect.

20 HEADINGS. The headings used herein are for convenience only and are not to be used in construing the meanings of any paragraph.

IN WITNESS WHEREOF, the Declaration of Restrictive Covenants is executed this 18<sup>th</sup> day of Sept, 1972.

WESTERN RECREATION CORPORATION

ATTEST:

Dick Stamer

By: [Signature]  
Its Vice President

No seal

A part of the S1/2SW1/4 of Section 20, T45N, R113W, 6th P.M.,  
Teton County, Wyoming more particularly described as follows:

Commencing at the S1/4 Corner of said Section 20, which is a standard  
brass cap marked 1/4 Corner Section 20/Section 29 and is the point of beginning;  
thence N87°28'50"W a distance of 2293.956 feet along the South line of said Section  
20 to a point which is on the centerline of Lava Creek, thence continuing along  
said centerline of Lava Creek N50°01'34"W a distance of 64.13 feet; thence  
N12°16'47"W a distance of 224.62 feet, thence N73°26'18"E a distance of 115.61 feet,  
thence N47°23'50"E a distance of 91.14 feet, thence N18°21'47"E a distance of 194.66  
feet, thence N16°02'52"W a distance of 135.50 feet, thence N32°55'36"E a distance of  
87.11 feet thence N21°53'43"E a distance of 129.28 feet, thence N30°00'26"W a  
distance of 63.64 feet at which point the survey leaves the centerline of said Lava  
Creek, thence S87°28'50"E a distance of 407.20 feet, thence Northerly along the  
arc of a curve, Radius 137.690 feet, Delta 34°37'17" a distance of 83.20 feet, thence  
S55°06'00"E a distance of 60.00 feet, thence Southerly along the arc of a curve,  
Radius 77.600 feet, Delta 42°09'01" a distance of 57.153 feet; thence S7°15'00"E  
a distance of 172.93 feet; thence East a distance 594.04 feet, thence S65°16'00"E a  
distance of 241.00 feet; thence S75°52'00"E a distance of 222.00 feet thence  
N38°50'00"E a distance of 205.00 feet, thence N29°57'26"W a distance of 174.65 feet,  
thence N58°54'00"E a distance of 305.81 feet, thence S31°06'00"E a distance of  
350.88 feet, thence Southerly along the arc of a curve, Radius 146.872 feet, Delta  
30°53'48" a distance of 79.20 feet to a point on the North-South centerline of  
said Section 20, thence S0°12'12"E along said North-South centerline of Secti - 20  
a distance of 682.96 feet to the point of beginning

The above described parcel of land contains 42.607 acres more or less.

Also known as Lots 1 through 27 both inclusive, Teton Wilderness  
Ranch First filing according to that Plat filed on September  
9, 1972 as Plat 215.



A tract of land in the SW 1/4 of Section 20, T 45 N, R 113 W, 6th P.M., Teton County, Wyoming more particularly described as follows: -

Commencing at a point of beginning on the North-South Center line of said Section 20, from which point, the South 1/4 corner of said Section 20 bears S 0° 12' 12" E a distance of 682.960 feet, thence Northwesterly along the arc of a curve, delta = 30° 53' 48", Radius = 146.872', a distance of 79.200 feet; thence N 31° 06' 00" W along the East boundary of the First Filing of Teton Wilderness Ranch a distance of 311.520 feet; thence Northwesterly along the arc of a curve, delta = 65° 41' 00", radius = 25.000', a distance of 28.660 feet; thence N 34° 35' 00" E a distance of 194.063 feet; thence Northeasterly along the arc of a curve, delta = 34° 47' 12", radius = 387.000, a distance of 234.964 feet to a point on said North-South Center line on Section 20; thence S 0° 12' 12" E along said Center line a distance of 750.000 feet to the point of beginning..

The above described tract of land contains 1.312 acres ±.

A tract of land in the S 1/2 SW 1/4 Section 20, T 45-N, R 113 W, 6th P.M., Teton County, Wyoming more particularly described as follows:

Commencing at the NW Corner of Lot 13 of the Teton Wilderness Ranch - First Filing as recorded September 19, 1972; thence N 30° 00' 26" W a distance of 75.546 feet; thence N 14° 13' 32" E a distance of 15.746 feet; thence S 87° 28' 50" E a distance of 465.960 feet to a point on the West side of Wilderness Drive; thence Southerly along the arc of a curve, delta = 42° 09' 00", radius = 137.690', on the West side of Wilderness Drive a distance of 83.20 feet; thence N. 87° 28' 50" W a distance of 407.20 feet to the point of beginning.

The above tract of land contains 0.795 acres ±.

A tract of land in the S 1/2 SW 1/4 Section 20, T 45 N, R 113 W, 6th P.M., Teton County, Wyoming more particularly described as follows:

Commencing at the NW Corner of Lot 27 of the Teton Wilderness Ranch - First Filing as recorded September 19, 1972; thence N 17° 15' 00" W along the East side of Wilderness Drive a distance of 172.92 feet; thence along the arc of a curve, delta = 42° 09' 00", radius = 77.690', along the East side of Wilderness Drive a distance of 57.153 feet; thence East a distance of 352.515 feet; thence South a distance of 225.799 feet; thence West along the North line of Lot 27 a distance of 344.04 feet to the point of beginning.

The above tract of land contains 1.850 acres ±.

