

87038

DECLARATION OF RESTRICTIONS

\$9.00

Jackson Hole Corporation Inc.

To

The Public

THE STATE OF WYOMING, County of Teton ss. Filed for record in my office this 12th day of Nov. A. D. 1965 at 3:45 o'clock P. M., and recorded in Book 12 of Mixed Records on Page 336. V. Jolynn Coonce, County Clerk and Ex-Officio Recorder of Deeds.

ASPEN HIGHLANDS ADDITION of the GREEN MOUNTAIN TRACT

B.R.

DECLARATION OF RESTRICTIONS

This Declaration made this 2 day of November, 1965, by the JACKSON HOLE CORPORATION, Inc., a Wyoming Corporation, (hereinafter referred to as "Declarant") owner of the Real Property hereinafter described, which Real Property is known as the "Aspen Highlands Addition of the Green Mountain Tract", the plat thereof being filed as PLAT NO. 171 in the office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming.

B. R.

WITNESSETH:

WHEREAS, Declarant is the owner of record of the property herein-after described.

WHEREAS, The ASPEN HIGHLANDS ADDITION of the GREEN MOUNTAIN TRACT is described as follows:

B.R.

The NW 1/4 of the SE 1/4 of Section 33, T. 41 N., R. 116 W., 6th P. M. and is more particularly described as follows:

Commencing at the NW corner of the NW 1/4 of the SE 1/4 of Section 33, T. 41 N., R. 116 W., 6th P. M.; Thence S. 24°03' 33" E. a distance of 46.12'; Thence S. 00° 08'12" W. a distance of 806.0' to the point of beginning; Thence S. 00° 08' 12" W. a distance of 433.02'; Thence N. 89°39'33" W. a distance of 1294.75'; Thence N. 00°55'41" E. a distance of 471.85'; Thence N. 79° 26'52" W. a distance of 306.73'; Thence N. 70° 00'00" W. a distance of 402.69'; Thence Westerly 26.35' along a curve having a radius of 29.78'; Thence Southwesterly 229.00' along a curve having a radius of 1412.40'; Thence S. 50°00'00" W. a distance of 191.26'; Thence N. 39°35'02" W. a distance of 200.33'; Thence S. 47°33' 00" W. a distance of 185.00' to the point of beginning; said parcel contains acres, more or less.

WHEREAS, Declarant hereby certifies and declares that they do hereby establish the following restrictions and covenants expressly for the beneficial development and improvement of said property, and WHEREAS, The power to enforce the following restrictions and covenants is to reside in the undersigned and all future owners of said property.

NOW THEREFORE, The undersigned do hereby declare that the property described and referred to above is and shall be held and conveyed upon and subject to the conditions, covenants restrictions, reservations and charges hereinafter set forth, which are designed for the mutual benefit of the owners of said lots and shall inure to and pass with each and every lot therein, and which shall apply to and bind the Grantor and the Grantee, their heirs, executors, administrators and assigns and their successors. Said restrictions and covenants are as follows:

SECTION 1. (a) All lots in the addition shall be used for Single Family Residence purposes only. No building or structure other than one single family private residence with the customary outbuildings shall be erected, maintained or permitted on a building site. A separate Guest House may be built upon any lot provided a single family residence meeting all the requirements is already built or is under construction. The guest house square footage shall not be counted as square footage as part of the single family residence. The square footage of the guest house shall not exceed seventy five (75) percent of the single family dwelling on any lot. Kitchen or other eating facilities are not permitted in any guest house. Guest houses shall not be rented or occupied except in connection with the use and occupancy of the main dwelling on each lot.

(b) No lot may be subdivided in any manner. Two or more contiguous lots, if owned by the same record owner, may be combined as one lot for the purposes 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 shall be treated as one lot for the purposes of applying the provisions hereof.

SECTION 2. Architecture and Design and Construction.

(a) No building, structure, fence or improvement of any kind shall be erected, altered placed or permitted to remain on any lot until the plans and specifications therefor including plot plans, have been submitted and a letter permit issued in writing as hereinafter provided in Section 9. (a) following.

(b) No residence shall be erected or permitted on any lot which residence contains less than 1500 square feet of floor area exclusive of attached garage and open

entries, porches, patios and basements, provided that for the purpose of computing the minimum floor area it shall be deemed to include the total floor area of the residence building, measurements to be taken for this purpose at the outer facings of the exterior walls.

(c) Only new construction or alteration of existing construction shall be permitted.

(d) The principal or major roof of all buildings shall have a pitch of no more than 6 feet or less than 3 feet in 12 feet. Metal roof material shall not be permitted.

(e) All construction and alteration shall comply with the following standard codes, or their official amendments:

1. Uniform Building Code, Current Edition, International Conference of Building Officials.
2. National Plumbing Code, Current Edition.
3. National Electrical Code, Current Edition, National Fire Protective Association, International.

(f) All construction and alteration shall comply with such building and safety codes of the State of Wyoming, the County of Teton, and the City of Jackson, as such may apply.

(g) No building on any lot shall exceed 35 feet in height measured from the lowest point of finish grade nor shall any building extend more than 20 feet above the average roadway level where the roadway is on uphill portion of any lot.

SECTION 3. No trailer, basement, tent, shack, garage, barn, or other outbuilding (other than guest house) erected on a lot shall be used at any time as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except as may be authorized under Section 9, (c) herein, for a period not to exceed 14 months while a permanent residence is under construction.

SECTION 4. When construction of any residence or structure is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.

SECTION 5. No residence erected, or any part of any residence, or any other building or structure (exclusive of walls and fences) shall be placed nearer than thirty (30) feet from the line of any adjoining street or roadway shown on the plat of the addition, nor shall any part of the residence or structure (exclusive of walls and fences) be placed nearer than (15) feet to the sideline of each lot.

SECTION 6. No fences or wall located on any lot shall have a height greater than five (5) feet above finished grade, and no wall or fence having a height greater than three (3) feet above finished grade shall be erected within the area between any adjoining street or roadway shown on the plot of the addition and any residence erected thereon. No wall or fence shall be placed nearer than ten (10) feet from the property line along any roadway, there being reserved along all roadways an easement of ten (10) feet on each side of the (10) foot roadway on each lot for the purpose of snow removal and for cut and fill slopes when required for roadway construction.

SECTION 7. All utilities and service lines and all fuel storage tanks shall be buried. Coal shall not be used for fuel or be stored within the addition.

SECTION 8. (a) Each lot shall provide off street parking sufficient to accommodate the parking requirements inherent in the nature of the improvements on his lot. No building permit shall be issued until such provision is made in the plans for such off street parking.

(b) Except as necessary for authorized construction of buildings and improvements, no native trees having a trunk of six (6) inches or more shall be removed from any lot.

SECTION 9. Architectural Approval.

(a) No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained or be permitted to remain on any lot unless and until a complete set of plans and specifications therefore, including finished grades and elevations and a plot plan showing location of each structure on the building site, floor and roof plan, exterior elevations, sections and salient exterior details and color scheme, including the type and location of hedges, fences, wall, etc., shall have been submitted to and approved in writing by two (2) members of the "Architectural Committee", which shall be composed of two or more members selected as hereinafter set forth:

1. One member to be the President of the Jackson Hole Corporation, Inc., or his designee so long as the Jackson Hole Corp. owns any of the property or holds any liens on any of the property in the addition.

2. One member to be selected by lot owners constituting over fifty (50) percent of the lots in the addition. Owners of more than one lot shall have one (1) vote for each lot owned. The board of directors of the Jackson Hole Corporation, Inc., will select this member until such time that the Jackson Hole Corporation, Inc., owns or holds liens on less than fifty (50) percent of the lots in the addition.

3. The above member or members will select an A.I.A., if available, or if an A.I.A. is not available, a person knowledgeable and experienced in plans and specifications of this nature to participate in the inspection and approval of the plans and specifications and to join in the issuance of the building permit as required in Section 2, (a) above.

(b) Said plans and specifications shall be delivered to the Jackson Hole Corporation, Inc., Jackson, Wyoming, or to the member of the committee selected by the majority of the property owners by Section 9, (a) 2 above after the Jackson Hole Corporation, Inc., no longer holds liens or owns any property in the addition, or at such other place as may be designated by the Declarant, or the property owners member, together with a checking fee of \$25.00 at which the single family residence including the customary out-buildings and other structures appurtenant thereto are submitted, and a checking fee of

\$5.00 for any request for approval of plans and specifications for structures other than for the main residence of each lot.

(c) Duties and Authority of the "Architectural Committee".

1. Said Architectural Committee shall have the power/and authority to approve or disapprove the plans and specifications, and approval of said plans and specifications and plot plan may be withheld not only because of noncompliance with any of the specific covenants, conditions and restrictions contained in this Declaration, but also by reason of the reasonable dissatisfaction of the committee with the grading plan, location of the structure on the lot or building site, the finished ground elevation, the color scheme, finish, design, proportions, architecture, shape, height and style of the proposed structure or altered structures, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any of or all other matters or things which, in the reasonable judgment of the committee, will render the proposed structure inharmonious or out of keeping with the general plan or improvement of said addition, or with the structures erected on other building sites in the addition. Said Architectural Committee may, if it so desires, adopt rules governing its procedure.

2. The Architectural Committee may grant variances of and make substitutions for building codes as provided in Section 2, (e) hereof, and may authorize variances of the terms hereof where necessary and when not injurious to the rest of the lots in the addition.

3. The Architectural Committee may authorize the removal of trees.

4. The Architectural Committee may authorize the use of temporary residence or other structure during the period of construction, as permitted under Section 3, (a) herein.

5. The Architectural Committee may enforce the terms and conditions contained herein by appropriate legal action.

6. A building permit issued over two (2) signatures of the Architectural Committee shall be conclusive evidence of the compliance with the terms and conditions herein for the construction, improvement, alteration or the use authorized by the permit.

7. The Architectural Committee may appoint from time to time a representative to carry out the ministerial acts of the Committee.

(d) The approval of the Architectural Committee of any plans or specifications submitted for approval as herein specified for use on any building site shall not be deemed a waiver by the committee of its rights to object to any of the features or elements embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other building sites.

(e) If the Architectural Committee fails to approve or disapprove such plans and specifications as required within thirty (30) days after said material have been submitted to it, and the payment of the fee as provided, it shall be presumed that the committee has approved said plans and specifications as submitted. If, after such plans and specifications have been approved, the building, fence, wall or other structure shall be altered, erected or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without approval of the Committee having been obtained as required by this Declaration.

(f) Neither Declarant or the Architectural Committee nor any members thereof, because of any action taken or things done under this Declaration, shall ever be liable for any structural or other defect in any building or other structure erected on any lot, and the owners of the lots in said addition and each of them hereby agrees to hold Declarant and said Architectural Committee and its members and assigns jointly and severally, at all times free and harmless from such liability.

Section 10. Declarant, its agents, successors or assigns reserve the right to make such cuts and fills as in its judgment may be necessary, to grade or improve the streets or private ways in the addition, whether dedicated or not dedicated, within the boundaries hereof, in accordance with such grades as it may establish, and to grade any lot or lots owned by it, and shall have the right to remove or add any soil on any lot in said addition and shall have the right of ingress and egress upon all lots for the purpose of grading and excavation thereon, and to do any and all other things necessary for the beneficial development and improvement of said addition.

SECTION 11. Each lot or residence owner, or contract purchaser, or lessee thereof, shall at all times keep his property free and clear of all weeds and rubbish and do all other things necessary or desirable to keep the premises neat and in good order. It is hereby agreed that if any such lot owner, purchaser, or lessee fails to conform to these requirements, Declarant or its successors shall have the right at any time to enter upon the property of such person and remove all weed and rubbish and do all other things necessary to put the premises in a neat and orderly condition, and the expense thereof shall become due and payable from such person to Declarant or its successors within five (5) days after written demand therefor.

SECTION 12. Each lot owner shall at the time any residence or other structure requiring water service is constructed, provide a service connection of not less than one and one-half inch pipe (or the maximum pipe size permitted by city or county water suppliers if less) and shall provide outside hose bibs served by pipe of sufficient size to maintain reasonable pressure at each hose bib, on structures and at locations on each lot to provide reasonable control of any burning or accidental fires which may start on or near any lot.

SECTION 13. No trade or business of any sort shall be carried on upon any building site, nor shall anything be done thereon that may be or become an annoyance to the adjoining owners or a nuisance to the neighborhood.

SECTION 14. No machinery, appliance, or structure shall be placed, operated or maintained on a building site except as may be usual and customary in connection with a private residence, nor shall any poultry, livestock, dog, cat or animal raising or care of a commercial nature be permitted thereon.

SECTION 15. No excavation for stone, sand, gravel, or earth may be made on any lot unless such excavation is necessary in connection with the approved construction thereon, or is undertaken as provided in Section 10 herein. No oil drilling oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any lot.

SECTION 16. No sign of any character shall be placed or maintained on any lot except signs indicating the name and address of the owner or occupant and except for one "For Sale", "For Rent", or "Open For Inspection" sign. No sign shall exceed three (3) feet by three (3) feet in size.

SECTION 17. Any violation of the covenants, conditions and restrictions contained herein may be enjoined in a court of law or equity by the undersigned Declarant, its agents or successors or assigns or by a majority of the owners of said addition, and any person violating said covenants, conditions and restrictions shall be liable for any damages to the remaining owners.

SECTION 18. The covenants, conditions and restrictions contained herein shall be in effect for a period of twenty-five (25) years from the date hereof, at which time said covenants, conditions and restrictions shall automatically be extended for periods of ten (10) years, provided that at the end of such twenty-five year period or any such ten year period the owners of the property in said addition may, by majority vote, amend, modify, or nullify said covenants, conditions and restrictions in whole or in part.

SECTION 19. If at any time the covenants, conditions or restrictions contained herein, or any part thereof shall be adjudged or held to be illegal or invalid, such illegality or invalidity shall in no wise affect or render illegal or invalid any of the other terms, covenants, conditions or restrictions or any other paragraph or part thereof, but each and all said terms, covenants, conditions and restrictions notwithstanding said illegality or invalidity shall be and remain in full force and effect.

SECTION 20. Any breach of any of the foregoing terms, conditions, covenants or restrictions, or any re-entry or enforcement of such breach, shall not render invalid the lien of any mortgage or Deed of Trust or any contract made in good faith and for value as to said property or any part thereof, but said conditions shall be binding upon and effective against any owner of said property whose title thereto is acquired by foreclosure, Trustees sale or otherwise.

IN WITNESS WHEREOF, the undersigned Declarant and owners of the above described Real Property have executed this instrument this day and year first above written.

(Corporate Seal)

JACKSON HOLE CORPORATION, INC.

ATTEST:

By Hugh G. Soest
President

By J. Van Nostrand
Secretary

STATE OF WYOMING)
)ss
COUNTY OF TETON)

On this 2 day of November, 1965, before me appeared Hugh G. Soest to me personally known, who, being by me duly sworn did say that he is the President of Jackson Hole Corporation, Inc, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Hugh G. Soest acknowledged said instrument to be the free act and deed of said corporation.

(NOTARY SEAL)

Pauline Wilson
Notary Public

My commission expires: March 26, 1968

87040

NOTARY COMMISSION

\$2.00

State of Wyoming

THE STATE OF WYOMING, County of Teton ss.

To

Filed for record in my office this 15th day of Nov. A. D. 1965 at 9:00 O'clock A. M., and recorded in Book 12 of Mixed Records on Page 339.
V. Jolynn Coonce, County Clerk and Ex-Officio Recorder of Deeds.

Robert A. Maynard

STATE OF WYOMING

EXECUTIVE DEPARTMENT

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING:

KNOW YE, That reposing special trust and confidence in the ability and integrity of

ROBERT A. MAYNARD

I, Clifford P. Hansen, GOVERNOR OF WYOMING, have appointed and hereby commission him a

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within and for the County of Teton and do authorize and empower him to execute and fulfill the duties of that office according to law, and to have and to hold the said office, with all the powers, privileges and emoluments thereunto appertaining, unto him the said Robert A. Maynard during the term of Four Years from the eleventh day of October, A. D. 1965.

IN TESTIMONY WHEREOF, I have caused these letters to be made Patent and the Great Seal of the State to be hereunto affixed. Given under my hand at the City of Cheyenne, the