



Jackson Hole Title & Escrow

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INDEXED
ABSTRACTED
SCANNED

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT

THIS DECLARATION is made effective this 6 day of June, 2003

WHEREAS, Linda Hurst Savage, Susan Hurst Bryant, Julie Epperson, Leslie Soderquist, Gordon Epperson, Rhett Bryant and Kristina Savage are the owners of certain real property situated in the County of Teton, State of Wyoming and the Declarant herein. Said real property shall hereafter be commonly referred to as Lot 1, Lot 2 and Lot 3 of "Aspen Springs Ranch", a subdivision of land lying in the SE1/4NE1/4 and Lot 1 and Lot 4 of Section 11, Township 39 North, Range 116 West of the 6th P.M., Teton County, Wyoming, as is described and shown on that Final Development Plat for Aspen Springs Ranch Subdivision dated April 7, 2003, and filed of record in the Teton County Clerk's office, Teton County Wyoming, on June 6, 2003, (hereinafter referred to as the "Plat")

WHEREAS, Declarant desires to establish, by this Declaration, a plan for the ownership in fee simple of real property separately owned as Lot 1, Lot 2 and Lot 3 of said Aspen Springs Ranch.

NOW, THEREFORE, Declarant does hereby publish and declare that Lot 1, Lot 2 and Lot 3 of said Aspen Springs Ranch, and any improvements to be constructed and located thereon, are hereby subject to use and ownership as set forth herein and the following terms, covenants, conditions, easements, and restrictions, uses, limitations, and obligations shall be deemed to run with the land, shall be a burden and a benefit to the record owners of said Lots, their successors and assigns and to persons acquiring or owning an interest in the real property and improvements, their grantees, successors, or assigns.

1. SUBJECT PROPERTY DEFINED. For purposes of these Covenants, the real property subject to and affected by these covenants shall be Lot 1, Lot 2 and Lot 3 of said Aspen Springs Ranch (hereinafter referred to as "Lot" or "Lots") -- said Lot 1 being 27.4, Lot 2 being 20.0 total acres and said Lot 3 being 21.2 total acres.

2. SUBDIVISION. No Lot shall hereafter be further divided, subdivided, split or partitioned in any manner.

3. COMPLIANCE WITH REGULATIONS. Any activity, use or matters otherwise relating to said Lots shall, at a minimum, conform with all applicable land use regulations of Teton County, Wyoming.

4. RESIDENTIAL USE ONLY. The Lots shall hereafter be used only for single-family residential purposes and uses, and no commercial, industrial or other non-residential uses shall be permitted; Provided however, any person who practices a profession may maintain a home office as part of the physical residence. Such a home office, however, may not result in an increase in vehicular traffic to that Lot which is above and beyond what would otherwise be reasonable if that Lot were used exclusively for residential purposes.

Grantor: SAVAGE, LINDA HURST ET AL
Grantee: THE PUBLIC
Doc 0597709 bk 508 pg 417-427 Filed at 4:34 on 06/06/03
Sherry L Daigle, Teton County Clerk fees: 38.00
By MARY D ANTROBUS Deputy

5. **BUILDING SITE/OPEN SPACE.** Any buildings or improvements erected on each said Lot shall be on-site new construction and shall be constructed only within the BUILDING ENVELOPE as shown and described on said Plat for each Lot. That portion of each Lot outside the boundaries of said BUILDING ENVELOPE shall be hereafter designated as open space. Said open space shall only be used in accordance with uses allowed by the Teton County regulations for lands designated as open space and as restricted by that Open Space Easement dated ^{March} 26, 2002, affecting said lots and which has been recorded with the Teton County Clerk as Document No. 1089 on ³ June 6, 2002.

6. **CONSTRUCTION.** No owner of a Lot shall allow to be erected or placed any mobile home, factory-constructed or other modular residential buildings on a Lot or any portion thereof. There shall be no more than one (1) residential dwelling constructed on each Lot. Trailers shall not be used as permanent residence at any time except during a period of construction of no longer than twelve (12) total months. Temporary structures will be removed upon completion of construction.

All buildings, fencing and any other improvements shall be appropriate in character, design and architecture for the area, and shall be constructed of new quality materials. All buildings and improvements will be constructed, painted or sided in primarily earth tone colors so that they shall blend with the land in the surrounding area as much as possible. No buildings shall be erected, altered, placed or permitted to remain on a Lot within said BUILDING ENVELOPE other than on (1) detached single-family residence, an attached private garage, and maximum of two (2) additional outbuildings.

7. **IMPROVEMENT SET BACK.** No improvement shall be constructed closer to any property line or easement line than a distance of one hundred (100) feet. Eaves, steps and open porches shall not be considered as part of such improvement. Consideration shall be given to place structures so as not to disrupt the view of other Lot owners and to provide continuity with the natural surroundings.

8. **EXTERIOR LIGHTING.** Only standard residential lighting shall be used to illuminate the exterior of the Lots. All outside lighting shall be arranged and shielded so as to prevent any nuisance on or to adjacent roads and/or Lots.

9. **UTILITIES.** All utilities and service lines installed on Lots shall be underground. Propane tanks must be screened from public view and blend with the adjacent family dwelling.

10. **WASTE DISPOSAL.** The owner of each Lot shall adhere to local regulations for disposing of waste water, sewage, trash and garbage. No rubbish, debris, ashes or trash of any kind shall be placed or permitted to accumulate upon said Lot.

11. **PARKING OF VEHICLES, MACHINERY AND EQUIPMENT.** Vehicles which are not in running condition or are in a state of disrepair, trailers, campers, boats, recreational vehicles and other like vehicles, machinery and equipment shall not be placed or stored anywhere on a Lot unless enclosed in a garage or storage building or

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screened from the view of the public and view of the adjoining Lot owners, whether by a fence or natural screen device. Private vehicles which are used on a daily basis do not need to be stored in such a manner.

12. LIVESTOCK AND FENCING. In the event an owner of a Lot at any time keeps, raises, or maintains livestock on the premises herein conveyed, it shall be the sole responsibility of that Lot owner to fence said livestock within the boundaries of the Lot and to reasonably maintain such fence. Commercial animal husbandry shall not be practiced in any form on a Lot.

13. SOIL CONSERVATION. Lots shall be grazed, if at all, in a good husbandlike manner to preserve natural vegetation and prevent soil erosion, and no Lot shall be overgrazed.

14. WATER AND WATER RIGHTS/MAINTENANCE & REPAIR. Both Lot owners who are eligible to use the water from the main irrigation ditch, as shown on said Plat, shall pay their proportionate share of the costs of maintaining and repairing said ditch and facilities appurtenant thereto.

15. PEDESTRIAN AND EQUESTRIAN EASEMENT; AND AGRICULTURAL ACCESS.

Pedestrian and Equestrian Easement. The owners of Lots 1, 2 and 3 of said Aspen Springs Ranch, and their successors, heirs, assigns and guests, shall have, and are hereby granted by Declarant, an Pedestrian And Equestrian Easement across and shall run along and across that ten (10) foot wide path across Lot 2 and Lot 3, as said path is shown and depicted on said Plat as "Pedestrian and Equestrian Easement" and is further granted over and across that portion of Lots 2 and 3 from the LEFT BANK MEANDER LINE to the THREAD OF THE SNAKE RIVER, as both such lines are depicted and shown on this plat. The express purpose of this Pedestrian and Equestrian Easement is to provide reciprocal access for the owners of Lots 1, 2 and 3 along and across said easement route on Lots 2 and 3 to provide them access the Snake River and its banks for walking, riding, recreation and fishing.

Agricultural Access Easement. The owners of Lot 1 of said Aspen Springs Ranch, and their successors, heirs, assigns and guests, shall have, and are hereby granted by Declarant, an Agricultural Access Easement across said Lot 2 and said Lot 3 along that strip of Lot 2 and Lot 3 that is designated and shown on said Plat as the "10 FOOT WIDE PEDESTRIAN AND EQUESTRIAN EASEMENT", and said Agricultural Access Easement shall continue along said strip from Lot 1 to the southern boundary of Lot 3. This Agricultural Access Easement is granted for the purpose of providing vehicular access from Lot 1 to the U.S. Forest Service lands south of Lot 3 and shall be limited for agricultural use only.

16. SEVERABILITY. Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

17. **ENFORCEMENT.** These covenants, conditions, restrictions and easement shall be strictly followed and may be enforced by the applicable governing body of Teton County, Wyoming and/or by any private owner of Lot 1, Lot 2 or Lot 3 of said Aspen Springs Ranch subdivision. If the enforcing party is successful in enforcing these covenants, whether by litigation or otherwise, they shall be entitled to recover all of their costs and attorney fees reasonably incurred in such enforcement from the owner of the Lot in violation hereof.

Witness our hands this _____ day of _____, 2002.

DECLARANT:

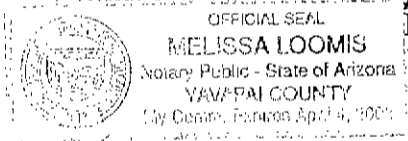
Linda Hurst Savage, Declarant
Linda Hurst Savage, Declarant

STATE OF ARIZONA)
COUNTY OF YAVAPAI) ss.

The above and foregoing DECLARATION was acknowledged before me by Linda Hurst Savage this 22 day of October, 2002.

Witness my hand and official seal.

My Commission expires:



Melissa Loomis
Notary Public

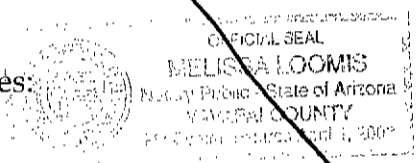
~~Susan Hurst Bryant, Declarant
by Linda H. Savage Attorney in fact
Susan Hurst Bryant, Declarant~~

~~STATE OF Arizona)
COUNTY OF YAVAPAI) ss.~~

~~The above and foregoing DECLARATION was acknowledged before me by Susan Hurst Bryant this 22 day of October, 2002.~~

~~Witness my hand and official seal.~~

~~My Commission expires:~~



~~Melissa Loomis
Notary Public~~

Susan Hurst Bryant
SUSAN HURST BRYANT, DECLARANT

STATE OF WYOMING
COUNTY OF TETON

THE ABOVE AND FOREGOING DECLARATION WAS ACKNOWLEDGED BEFORE ME BY: SUSAN HURST BRYANT THIS 6 DAY OF JUNE 2003.

WITNESS MY HAND AND OFFICIAL SEAL.

Melissa K. Shinkle



Leslie E. Soderquist
Leslie Soderquist, Declarant

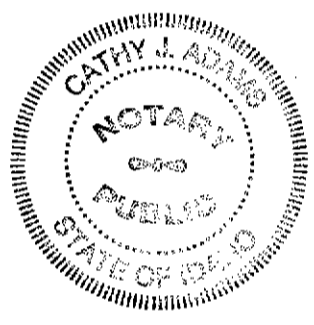
STATE OF Idaho)
COUNTY OF Bonneville) ss.

The above and foregoing DECLARATION was acknowledged before me by Leslie Soderquist this 5 day of November, 2002.

Witness my hand and official seal.

Cathy J. Adams
Notary Public

My Commission expires: 7/2008



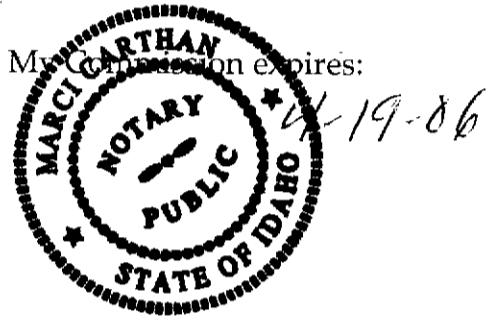
Gordon Epperson
Gordon Epperson, Declarant

STATE OF Idaho)
COUNTY OF Ada) ss.

The above and foregoing DECLARATION was acknowledged before me by Gordon Epperson this 1st day of Nov, 2002.

Witness my hand and official seal.

Marci Carthan
Notary Public



10/27/02 Kristina Savage
Kristina Savage, Declarant

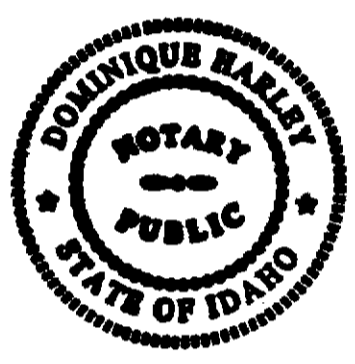
STATE OF Idaho)
COUNTY OF Ada) ss.

The above and foregoing DECLARATION was acknowledged before me by Kristina Savage this 27th day of October, 2002.

Witness my hand and official seal.

Dominique Harley
Notary Public

My Commission expires: 11-7-06



Julie Epperson
Julie Epperson, Declarant

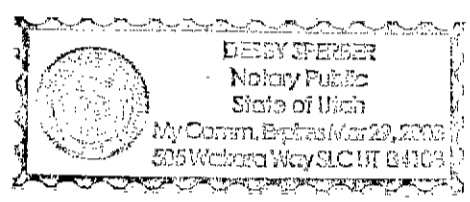
STATE OF Utah)
COUNTY OF Salt Lake) ss.

The above and foregoing DECLARATION was acknowledged before me by Julie Epperson this 22nd day of October, 2002.

Witness my hand and official seal.

Dorothy Spenser
Notary Public

My Commission expires: 3.29.03



Rhett Bryant
Rhett Bryant

STATE OF Hawaii)
COUNTY OF Hawaii) ss.

The above and foregoing DECLARATION, was subscribed, sworn to and acknowledged before me by Rhett Bryant this 21st day of January, 2003.

WITNESS my hand and official seal.

Shawnal L. Yonemura
Notary Public

My Commission expires: 8-22-03



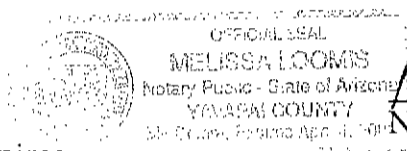
Linda Hurst Savage
Linda Hurst Savage

Susan Hurst Bryant by Linda H. Savage Attorney in fact
Susan Hurst Savage

STATE OF ARIZONA)
COUNTY OF YAVAPAI) ss

The foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT was acknowledged personally before me by Linda Hurst Savage, this 22 day of October, 2002.

Witness my hand and official seal.



Melissa Haver, nee Loomis
Notary Public

My Commission Expires:

STATE OF ARIZONA)
COUNTY OF _____) ss

The foregoing DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT was acknowledged personally before me by Susan Hurst Savage, this _____ day of _____, 2002.

Witness my hand and official seal.

Notary Public

My Commission Expires: