

scheme of improvement for the benefit of all the lands and tracts and

the future owners of those lands, hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated or

encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of

which are declared and agreed to be in furtherance of a plan for the

subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing, protecting the value, desira-

bility and attractiveness of the lands and every part thereof. All of

the limitations, restrictions, conditions and covenants shall run with

the land and shall be binding on all parties having or acquiring any

right, title, or interest in the described lands or any part thereof:

1. Those restrictive covenants applicable to that portion

of the property identified as BLOCK 2 above and filed for

record in Book 13 of Photo page 52 to 56, in the Office of

the County Clerk, Teton County Courthouse, Jackson, Wyoming

are hereby declared to be null and void and of no further force

and effect, pursuant to paragraph 13 thereof, all property

owners of record thereunder, having joined herein.

2. No building, structure or improvements shall be erected,

altered, placed or permitted to remain on any tract or lot,

except for a single family residential dwelling, provided that

a shop or warehouse for private use may be constructed in con-

nection with the owners residence, provided that such a shop or

warehouse shall not exceed in square footage the amount of

square footage contained in the ground floor level of the resi-

dential portion of the structure; provided further, however, that

any structure placed on lots 1 and 9 of Block 1 and lots 1 and 11

of Block 2, according to the Plat of the Big Mountain Ranch Sub-

division, filed for record on the _____ day of _____, 1975,

may be used for office, studios, or work space for professional or artistic individuals as may be approved in writing by the Architectural Committee, or such other service activity as may be approved in writing by the Architectural Committee.

3. No dwelling, barn or building shall exceed 26 feet in height, to be measured from the ground level.

4. No lot, tract or portion of the above described property shall be subdivided in any manner.

5. No animals or fowl of any kind shall be permitted to run at large, but shall be confined upon the property of the owner. No livestock of any kind shall be kept or maintained upon any lot or tract, provided however, that not more than two (2) horses may be kept on the north one-half of those lots comprising BLOCK 1, as described above.

6. No signs of any nature shall be placed or maintained on any lot, excepting a sign advertising the premises for sale or rent, or open for inspection, or a sign identifying the lot or the owner, which sign shall not exceed three (3) square feet and shall not be illuminated; provided however, that a single sign, approved by the Architectural Committee, may be erected on lots 1 and 9 of Block 1, and lots 1 and 11 of Block 2, to advertise an approved business conducted thereon.

7. No residence shall be erected, or any part of any residence, or any other building, or structure (exclusive of walls and fences) nearer than fifteen (15) feet from the line of any adjoining street or roadway, or five (5) feet from any cul-de-sac shown on the Plat of the tract, nor shall any residence or structure (exclusive of walls and fences) be placed nearer than one (1) foot to the side line of any tract.

8. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except

in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot owner shall provide a service yard to screen refuse and garbage cans from view. All horse pens, corrals or enclosures shall be kept in a clean and sanitary condition and shall be thoroughly cleaned and sprayed for flies at least every two months and more often if required by the Architectural Committee. Weeds which may create a health or fire hazard shall not be allowed to accumulate on any vacant lot or undeveloped area.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No excavation of stone, sand, gravel or earth may be made on any building site unless such excavation is necessary in connection with the erection of an approved structure thereon.

No oil drilling, oil development operations or mining operations of any kind shall be permitted upon or in any tract or lot.

11. Only new construction or alteration of existing construction shall be permitted, provided that if a house is moved onto any tract that shall be of character equal to new construction, and shall meet all building, electrical,

plumbing or other code requirements in effect for the County, and when any construction is started, work thereon must be prosecuted diligently, and it must be completed within 15 months including exterior finish and removal of excavation or piled

materials.

12. All construction and alterations, water systems, sewage disposal systems, septic tanks, and drain lines shall comply with the provisions of all rules, laws and regulations governing the same and shall comply with public health standards.

13. No trailer, basement, tent, shack, garage, barn or other out building erected on any tract shall be used at any time as a residence temporarily or permanetly. Nor shall any structure of temporary character be used as a residence, except for a period not to exceed Fifteen (15) months, with the written approval of the Architectural Committee, during which a permanent residence is being constructed, and except further that a trailer or camper belonging to a transient guest may be used as a temporary residence for not longer than a thirty (30) day period in any twelve (12) months.

14. Each lot owner shall provide space for parking at least two (2) automobiles off the street, prior to the occupancy of any dwelling constructed on said lot. Storage areas for recreation, garden or lawn equipment shall be screened from view.

15. All construction shall be designed to conform with western traditions and reflect a rustic architecture. All roofs shall be constructed of cedar shakes or comparable material and in no case shall alpine or A-frame houses, metal roofs or other materials not compatible with a rustic exterior be permitted.

16. No building or fence shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing a location of the structure have been approved by the Architectural Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

17. The Architectural Committee is composed of William J. Kimball, Larry Van Genderen and Robert William Wiele, all of Teton County, Wyoming. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining mem-

bers shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. All members of the Architectural Committee must be owners of property in the subdivision and at no time may more than one member of the committee be a non-resident owner. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

18. The committees approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

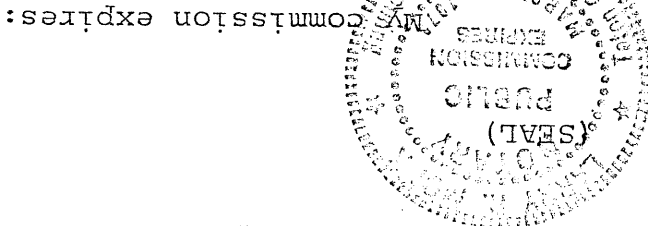
19. With the exception of paragraph 4; the covenants and conditions hereof may be amended, modified, or repealed at any time by the written vote of the then record owners of two-thirds or more of the lots, and such amendment, modification, or elimination shall be made by an amendment hereto, filed with the County Clerk and Ex-Officio Register of Deeds of Teton County, Wyoming.

20. If at any time any of the covenants, conditions or restrictions herein contained, 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 thereof, each and all said terms, covenants,

STATE OF WYOMING)
) SS.)
COUNTY OF TETON)

The foregoing Substitution and Declaration of Restrictive Covenants was acknowledged by Carol A. Kimball before me this 12th day of June, 1975.
Witness my hand and official seal.

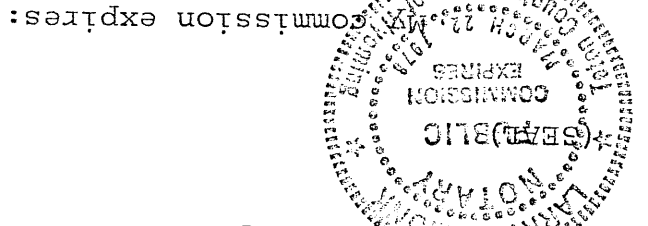
Notary Public



STATE OF WYOMING)
) SS.)
COUNTY OF TETON)

The foregoing Substitution and Declaration of Restrictive Covenants was acknowledged by Larry Van Genderen before me this 12th day of June, 1975.
Witness my hand and official seal.

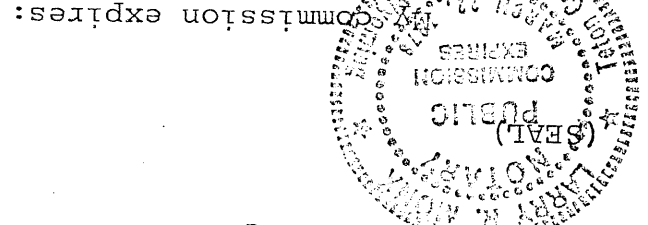
Notary Public



STATE OF WYOMING)
) SS.)
COUNTY OF TETON)

The foregoing Substitution and Declaration of Restrictive Covenants was acknowledged by Barbara Van Genderen before me this 12th day of June, 1975.
Witness my hand and official seal.

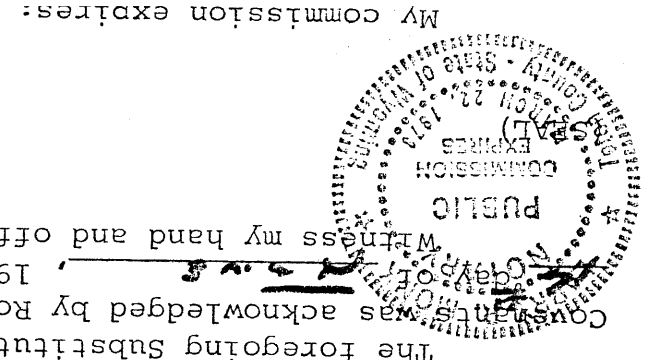
Notary Public



STATE OF WYOMING)
) SS.)
COUNTY OF TETON)

The foregoing Substitution and Declaration of Restrictive Covenants was acknowledged by Robert William Weile before me this 12th day of June, 1975.
Witness my hand and official seal.

Notary Public

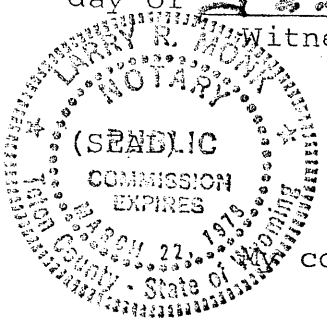


Declaration of Restrictive Covenants

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing Substitution and Declaration of Restrictive Covenants was acknowledged by Ardis M. Wiele before me this 16th day of February, 1975.

Witness my hand and official seal.



[Signature]
Notary Public

My commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing Substitution and Declaration of Restrictive Covenants was acknowledged by _____ before me this ____ day of _____, 1975.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires:

STATE OF WYOMING)
) SS
COUNTY OF TETON)

The foregoing Substitution and Declaration of Restrictive Covenants was acknowledged by _____ before me this ____ day of _____, 1975.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires:

