

DECLARATION OF RESTRICTIVE COVENANTS  
CHARLES M. NELSON SUBDIVISION

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



Jackson Hole Title & Escrow

The undersigned, owner of a tract of land located in the NE1/4 NE1/4 of Section 34, Township 41 North, Range 116 West, Teton County, Wyoming, which tract of land is wholly within the corporate limits of the Town of Jackson and is more particularly described as follows:

Commencing at the Northeast corner of said Section 34 where is found a BLM type brass cap inscribed "T41N, R116W, S27, S26, S34, S35, 1965, Paul N. Scherbel, RLS 164, Big Piney, Wyoming;" Thence West 398.71 feet along the North line of said Section 34 to the Point of Beginning, witnessed S01°35'30"W, 29.74 feet by a 1 1/2" diameter brass cap set in concrete; said Point of Beginning also being the Northwest corner of the "Dallas Nelson Subdivision", as filed on Plat No. 176 in the Teton County Clerk's Office;

Thence S01°17'00"W, 659.71 feet along the West boundary of said Record Plat No. 176 to a point, where is found a 5/8" diameter by 16" long steel reinforcing bar with an aluminum Surv-Kap inscribed "Nelson Engr PE & LS 578";

Thence S89°58'00"W, 391.60 feet to the Southeast corner of the "Otto Nelson Subdivision, 2nd Filing", as filed on Plat No. 267 in the Teton County Clerk's Office; where is found a 5/8" diameter by 16" long steel reinforcing bar with an aluminum Surv-Kap inscribed "Nelson Engr PE & LS 578";

Thence N00°38'22"E, 659.80 feet along the East boundary of said Record Plat No. 267 to a point lying on the North line of said Section 34; said point being witnessed S00°38'22"W, 29.80 feet by a 5/8" diameter by 16" long steel reinforcing bar with an aluminum Surv-Kap inscribed "Nelson Engr PE & LS 578";

Thence East, 399.17 feet along said North line of Section 34 to the Point of Beginning. Said tract containing 5.99 acres, more or less, and being the real property now duly platted as the Charles M. Nelson Subdivision (herein called the Subdivision);

the plat thereof being heretofore filed in the office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming, hereby make the following declarations as to limitations, restrictions and uses to which the lots included in the Subdivision may be put, 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 designed for the purpose of keeping and maintaining the use and development of the Subdivision desirable, uniform and suitable in architectural design as herein specified:

1. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage, a guest house which shall not be rented, and accessory buildings incidental to residential use.

RECORDED	
COMPARED	
INDEXED	✓
ABSTRACTED	✓

Recorded	11-10	1978	at 1:30	o'clock P.
in Book	78	Photo	439 to 442	
No.	190851	10.00	pd	
<i>U. Johnson</i> County Clerk				

2. DWELLING COST, QUALITY AND SIZE - No dwelling shall be permitted on any lot at a cost of less than \$30,000, based upon cost levels prevailing on the date that these covenants are recorded; it being the intention and purpose of the covenants to assure that all dwellings shall be of the quality of materials and workmanship substantially the same or better than that which can be produced on the date these covenants are recorded at a minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one story, open porches and garages shall be not less than one thousand (1,000) square feet for a one story dwelling, nor less than one thousand (1,000) square feet per level on split level or two story dwellings.

3. SUBDIVISION AND COMBINATION - Two or three contiguous lots, if owned by the same record owner, may be combined as one or two lots for the purpose of applying the covenants and restrictions herein contained by such record owner provided the recombining of the lots results in less than the original number of lots and the resulting lots each are larger than any of the original lots. Such election must be made in writing and duly recorded in Teton County, Wyoming, and from and after such election, such combined lots shall be treated as one lot for the purpose of applying the provisions hereof.

4. TEMPORARY STRUCTURE - No structure of a temporary character--trailer, basement, tent, shack, garage, bar or other outbuilding shall be used on any lot at any time as a residence either temporary or permanent.

5. LIVESTOCK AND POULTRY - 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.

6. SIGNS AND EXTERIOR LIGHTS - No signs of any character shall be placed or maintained on any lot, except: A sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed six (6) square feet and a sign identifying the owner or occupant of a residential lot, which sign shall not exceed two (2) square feet. No light or illuminating surface shall be used in the signs.

7. BUSINESSES - No trace of 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.

8. 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 the connection with the erection of an approved improvement thereon. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon any lot.

9. BUILDING SETBACK - No building shall be erected or permitted to remain on any lot less than twenty-five (25) feet from the front lot line (front lot line meaning lot line which is adjacent to a platted street), less than ten (10) feet from a side lot line or less than fifteen (15) feet from any rear lot line.

10. FENCES - No fence or wall located on any lot shall have a height greater than six (6) feet above the finished grade. An no fence shall be permitted nearer the street than the front line of the single detached residential dwelling placed on the lot.

11. SIGHT DISTANCE AT INTERSECTIONS - No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on or permitted to remain on any corner lot within the triangle area formed at points twenty-five (25) feet from the intersection of the street line or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent the obstruction of such sight lines.

12. MAXIMUM HEIGHT - No building or other structure on Lots 8, 9, 10 and 11 shall exceed sixteen (16) feet in height; and twenty (20) feet on all other lots, measured from the lowest point of finished grade of the particular building thereon.

13. CONSTRUCTION - Only new construction or alteration of existing construction shall be permitted. There shall be no exteriors of plastic, metal, cinder block or log. All construction, whether for the single family detached dwelling, the garage or the guest house shall have the principle or major roof having a pitch of no more than six (6) feet in twelve (12) feet or less than three (3) feet in twelve (12) feet; metal roof materials shall not be permitted.

Pre-built, component or modular construction shall be permitted only when it cannot be distinguished from conventional construction and only upon specific approval of the Owner and Developer of the Subdivision, which approval of pre-built or modular construction may be withheld completely. Exterior colors shall be subdued and in the earthtone range. All construction and alteration shall comply with the provisions of the following standard codes or their official amendments:

- a) Uniform Building Code, Current Edition, International Conference of Building Officials;
- b) National Plumbing Code, Current Edition;
- c) National Electric Code, Current Edition, National Fire Protective Association International;

and with such State of Wyoming Building and Safety Codes as may be applicable to the Subdivision.

14. GARBAGE AND REFUSE DISPOSAL - No lot shall be maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers; such sanitary containers shall be kept out of sight at the rear of the lot except on the specified day upon which the garbage is collected. Other equipment for the storage or disposal of garbage shall be kept in a clean and sanitary condition.

15. AMENDMENTS AND MODIFICATIONS - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date that these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

16. ENFORCEMENT - Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. SERVIABILITY - Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed this 9th day of October, 1978.

*Dena P. Stilson*  
\_\_\_\_\_

STATE OF WYOMING )  
                          ) SS  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Dena  
Stilson this 9th day of  
October, 1978.

WITNESS MY HAND AND OFFICIAL SEAL.

*Jane Patten*  
Notary Public



My Commission Expires: 8/16/80

STATE OF WYOMING )  
                          ) SS  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, 1978.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_