

23a. SIGNATURE: W. Satto 515 (Degree or Title) M. D.  
 23b. ADDRESS: 1555 South Blvd. - Idaho Falls.  
 23c. DATE SIGNED: Sept. 16, 64.  
 24a. BURIAL, CREMATORY, REMOVAL: Burial.  
 24b. DATE: 9/11/64.  
 24c. NAME OF CEMETERY OR CREMATORY: Afton, Cemetery.  
 24d. LOCATION (City, town, or county) (State) : Afton, Wyoming.  
 DATE REC'D BY LOCAL Reg.: Sept. 22, 1964.  
 REGISTRAR'S SIGNATURE: Anna Bridges.  
 25. Funeral Director : Theodore S. Allen, ADDRESS: Soda Springs, Ida.

State of Idaho )  
 County of Ada )

THIS IS TO CERTIFY that this is a certified copy of a certificate filed with the State Department of Health under Title 39, Idaho Code.

JUN 22 1966  
 Date Issued

W. W. Benson  
 State Registrar of Vital Statistics

90115 Declaration of Restrictive Covenants \$4.00

Dallas Nelson, et ux THE STATE OF WYOMING, County of Teton ss.  
 To Filed for record in my office this 25th day of July A.D. 1966 at 2:40 o'clock P.M., and recorded in Book 12 of Mixed Records on Page 499.  
 The Public V. Jolynn Cocone, County Clerk and Ex-Officio Recorder of Deeds.

DECLARATION OF RESTRICTIVE COVENANTS

DALLAS NELSON SUBDIVISION

STATE OF WYOMING )  
 ) ss  
 COUNTY OF TETON )

The undersigned, owner of a tract of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 34, Township 41 North, Range 116 West, Teton County, Wyoming, more particularly described as follows:

Beginning at the NE Corner of said Section 34 which is a Paul Scherbel brass cap; thence N. 90° W. a distance of 398.35 feet to a point witnessed by boundary monument; thence S. 01° 17' W. a distance of 660 feet to a boundary monument; thence N90° E. a distance of 398.35 feet to a boundary monument; thence N. 01° 17' E. a distance of 660 feet more or less to the point of beginning; said parcel c containing 6.04 acres more or less,

said land being the real property now duly platted as the Dallas 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 addition desirable, uniform, and suitable in architectural design as herein specified:

1. RESIDENTIAL PURPOSES ONLY - All lots in the subdivision shall be used for single family resident purposes only.
2. BUILDINGS AND IMPROVEMENTS - No building, structure or improvements shall be erected altered, placed or permitted to remain on any lot except for a one family dwelling, a private garage, a guest house which shall not be rented, and accessory buildings incidental to residential use.
3. COST OF DWELLING - No dwelling shall be permitted or erected on any lot costing less than \$15,000, inclusive of the cost of a garage but exclusive of the cost of a guest house.
4. SUBDIVISION AND COMBINATION - No lot shall be subdivided in any manner. Two 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 each election such combined lots shall be treated as one lot for the purpose of applying the provisions hereof.
5. TEMPORARY RESIDENCE - No trailer, basement, tent, shack, garage, barn or other out-building (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 during the period when the single family residence is being constructed on the lot as defined under paragraph 1 hereof, and in no event for a period exceeding twelve (12) months during which the permanent residence is being constructed.
6. ANIMALS - No animals or fowl of any kind shall be kept or maintained in the Sub-division, except for house pets and not more than four/pets of four months or more in age shall be kept per lot.
7. EASEMENTS - There is hereby reserved for use and benefit of the Subdivision an easement ten (10) feet in width along the rear of all lots for the installation, repair, maintenance or replacement of utility lines and services, except that where lots 10 and 12 join each easement shall be ten (10) feet along the North side of lot 10 for the purpose of servicing lot 11.
8. 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 three (3) square feet. No light or illuminating surface shall be used in the signs.

9. EXCAVATION and MINING PROHIBITED - 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.

10. NO BUILDING SHALL BE ERRECTED OR PERMITTED TO REMAIN ON ANY LOT LESS THAN twenty feet (20) from the front lot line (Front lot line meaning the lot line which is adjacent to Nelson drive), less than ten (10) feet from a side lot line or less than ten (10) feet from any rear lot line.

11. FENCES - No fence or wall located on any lot shall have a height greater than five (5) feet above the finished grade.

12. MAXIMUM HEIGHT - No building or other structure on a lot shall exceed thirty-five (35) feet in height, measured from the lowest point of finished grade of the principal building thereon.

13. CONSTRUCTION - Only new construction or alteration of existing construction shall be permitted. There shall be no exteriors of palstic, metal, or cinder block. All construction and alteration shall comply with the provisions of the following standard codes, or their official amendments:

Uniform Building Code, Current Edition, International Conference of Building Officials; National Plumbing Code, Current Edition; 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. AMENDMENTS AND MODIFICATION - The covenants and conditions hereof may be amended, modified, or repléaded at any time by the consent of the then record owners of 75% or more of the lots by making the same in writing and duly recording the same in proper form in Teton County, Wyoming.

15. VALIDITY - Invalidation of any one or more of the covenants or conditions hereof by Court judgment or order shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed this 23 day of July, 1966.

Dallas A. Nelson

Billie Jean Nelson

STATE OF WYOMING )  
                          ) ss  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me this 23 day of July, 1966.  
Witness my hand and official seal.

(SEAL)

Henry G. Franch  
Notary Public

My commission expires: 4/26/67

00117 -----  
Town of Jackson CEMETERY CERTIFICATE \$2.00

To Wayne Ricks THE STATE OF WYOMING, County of Teton ss.  
Filed for record in my office this 25th day of July  
A. D. 1966 at 2:50 o'clock P.M., and recorded in Book  
12 of Mixed Records on Page 500.  
V. Jolynn Coonce, County Clerk and Ex-Officio Recorder  
of Deeds.

Wayne Ricks CEMETERY LOT CERTIFICATE  
No. B-48

KNOW all men by these Presents; that the Town of Jackson, of the County of Teton, in the State of Wyoming, for and in consideration of the sum of Twenty-Five & No/100 dollars, to it in hand paid by Wayne Ricks of the County and State aforesaid, does hereby grant, bargain, sell and outclain unto the said Wayne Ricks his heirs and assigns, a right in fee simple forever to Lot numbered Five in "low numbered 0" as the same is laid down on the recorded plat of the Jackson Cemetery, for the sole purpose of the interment of the dead, under the rules and regulations of the Town Council of the Town of Jackson and the Statutes of the State of Wyoming made and provided in such case..

Provided, that no title shall be hereby acquired to any mineral deposit within the limits of the above described tract of land, all such deposits therein being reserved as the property of the United States.

In witness whereof the said Town of Jackson has caused these presents to be signed by its Mayor and City Clerk, and its corporate seal to be hereunto affixed, this 20th day of July, A.D. 1966.

(SEAL)

Attest C. C. Cummins City Clerk.

The Town of Jackson,  
By H. J. Livingston Mayor.