



Jackson Hole Title & Escrow

**Declaration
of
Covenants and Restrictions
for
G2V SUBDIVISION
in
Teton County, Wyoming**

RELEASED	
INDEXED	J ✓
ABSTRACTED	✓

Grantor: FRIEND, JUDITH B ET AL
Grantee: THE PUBLIC
Doc 0399689 bk 307 pg 349-368 Filed at 3:21 on 07/11/95
V JoLynn Coonce, Teton County Clerk fees: 44.00
By JULIE HODGES Deputy

INDEX

<u>Section</u>	<u>Description</u>	<u>Page</u>
1	Purpose.....	3
2	Statement of Philosophy and Values Underlying this Declaration.....	3
3	Declaration.....	3
4	Definitions.....	4
5	Authority of Board.....	4
6	Building Permit Required.....	4
7	Development and Use Restrictions.....	5
8	Right of First Refusal on Sale of Property.....	9
9	Board of Directors of the Association.....	10
10	Violations, Enforcement, Liens and Costs.....	10
11	Amendments.....	11
12	Duration of Covenants.....	11
13	Severability.....	11
14	Acceptance of Covenants.....	11
	Exhibit A -- Location Map	

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
G2V SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions regulates and controls the use and development of real property, made by the undersigned owners of the below-described property, herein collectively referred to as the "Declarants".

1. **Purpose.** Declarants are the owners of certain real property located in Teton County, Wyoming, which property is commonly known as the G2V Subdivision and is more particularly described on Exhibit "A" attached hereto and the Old Covenants referred to below (within the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, T42N, R117W, 6th P.M., Teton County, Wyoming), and by this reference made a part hereof, and which is hereinafter referred to as the "Property". The Property has previously been the subject of Land Use Restrictive Covenants which, by their terms, expire at the end of the calendar year of 1995. It is the purpose of the Declarants to adopt a new, amended and restated Declaration of Covenants, Conditions and Restrictions for the Property which will remain in effect beyond 1995 to preserve and maintain the character and value of the property for the benefit of all owners of the Property or any part thereof.

This Declaration shall only become effective when it has been duly executed and delivered by all of the record owners of the Property and filed of record with the Clerk of Teton County, Wyoming. Upon such effective date, this Declaration will amend and restate in its entirety said Land Use Restrictive Covenants previously recorded in Book 11 of Photo, pages 212 to 223 (the "Old Covenants").

2. **Statement of Philosophy and Values Underlying This Declaration.** The exceptional qualities of this Property include its natural scenic beauty, the peaceful atmosphere and the significant wildlife habitat. These characteristics were influential in the selection and purchase of the property. Shortly thereafter six summer residences were constructed on the Property. Now, after four decades, several ownership transfers, and some conversions to year-round residences there are, as of this writing, six residences on the property.

The Declarants share a set of fundamental values that include belief in the preservation of open space, low density building, the desire for a harmonious community and utilization of the Property so as to preserve those exceptional qualities that initially led to its purchase. Therefore the Declarants are adopting the following covenants, conditions and restrictions.

3. **Declaration.** Declarants hereby declare that the Property and any part thereof, shall be owned, sold, conveyed, encumbered, used, occupied and developed subject to the following Covenants, Conditions and Restrictions, which are sometimes referred to herein as the "Covenants". The Covenants shall run with the Property and any portion thereof, and shall be binding upon all parties having

every owner of record of any part of the Property.

4. **Definitions.** The following terms used in these Covenants shall be defined as follows:

a. "Board" shall mean the Board of Directors of the G2V Owners Association, the nonprofit corporation established to administer and enforce the terms of these Covenants. This nonprofit owners association is referred to as the Association.

b. "Common roads" shall mean the private roadways within the Property which provide access to the parcels.

c. "Common services" shall mean the roadway maintenance and snow removal services for the common roads and utility line maintenance and repair services for common utility lines located in the rights-of-way of such roads consistent with past practices as to cost sharing.

d. "Development" shall mean any alteration of the natural land surface, and all buildings, structures, or other site improvements placed on the land to accommodate the use of a parcel.

e. "Owner" shall mean the record owner of a parcel, including a contract purchaser, but excluding anyone having an interest in a parcel as security for the performance of an obligation.

f. "Parcel" shall mean any one of twelve (12) parcels which comprise the Property, other than the Common Area Lot, as shown on Exhibit "A". The Common Area Lot is an additional lot shown as such on said Exhibit "A".

g. "Principal residence" shall mean the single family residential structure constructed on any parcel of the Property, and to which other authorized structures on such parcel are accessory.

h. "Property" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

i. "Structure" shall mean anything built or placed on the ground.

j. "New" shall mean not heretofore in place at the date of this Declaration.

5. **Authority of Board.** The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the Articles of Incorporation and Bylaws of the Association, and to enforce the provisions of these Covenants.

6. **Building Permit Required.** No new building, structure, road, fence, or improvements of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any parcel, and no construction activities or removal of live trees

shall be commenced until a building permit has been issued therefore by the Board.

a. A set of plans and specifications for any parcel improvement or alteration, including any live tree removal, shall be submitted to each member of the Board. The plans shall include a plot plan indicating the proposed location of the proposed development or improvements within the building envelop. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants.

b. The Board shall review the plans and specifications within 30 days from the submission thereof, and determine if the proposed location, design of structures, use, landscaping and screening conform to the requirements of these Covenants. If the Board fails to review the plans and specifications within 30 days from the submission thereof and inform the owner of the Board's decision regarding approval or disapproval, the plans as submitted shall be deemed to have been automatically approved.

7. **Development and Use Restrictions.** All existing uses and structures shall be permitted to continue and may be replaced if destroyed. All new development and use shall conform to the following requirements:

a. **Provisions in Addition to County Land Use Regulations.** Conformity with any and all applicable land use regulations of Teton County, Wyoming, shall be required, in addition to the requirements of these Covenants. In case of any conflict, the more stringent requirements shall govern.

b. **Authorized Use.** Only single family residential use shall be permitted, together with the keeping of domestic pets, as set forth hereafter.

c. **Prohibited Uses.** No parcel within the Property shall be further subdivided; however, they may be combined and boundary adjustments which do not increase the total number of parcels shall be permitted. No commercial, industrial or other non single-family residential use whatsoever shall be permitted on any parcel, including, by way of example but not limited to, the rental of a guest house separate from a principal residence; provided that use by a caretaker shall not be considered rental of a house. Rental of a principal residence is discouraged. In any case, rentals of any residences or guest houses require Board review and approval on a reasonable basis, and long term rentals are prohibited unless authorized by a unanimous vote of the Board. Use of a residence as an artist studio and similar low-impact uses may be permitted by the Board.

d. **Authorized Structures.** On each parcel the following buildings and structures shall be permitted: one single family residence, one guest or caretaker's house, and garage facilities for storage of conventional vehicles, light trucks and campers (but not motorhomes or trailers) not to exceed a

total of three buildings or structures.

e. Landscaping/Clearing/Screening. In the clearing of a parcel for road building or construction of approved structures and improvements, care shall be exercised not to unduly disturb the natural landscape and, within one year after such clearing or construction, the landscaping on the disturbed area shall be restored with natural species. Live timber may not be removed from a parcel except that such tree trimming may be allowed as will enhance mountain views, if any, from a homesite. As a condition of approval of the location of a structure, the Board may require that an owner provide a landscape screen of appropriate materials and plant species, if such planting is feasible. All new buildings shall be set back at least 20 feet from any property line.

f. Design/Construction. All new structures shall be of a design not incompatible with the existing structures on the Property and shall be constructed so that the exteriors are of wood or natural stone using earth tones. Any structure complying with the foregoing shall be approved. Used materials, pre-cut, prefabricated or modular structures shall be permitted on the outside of the main residential building, guest house, or garage on any parcel in the discretion of the Board. The roofs of all structures shall be constructed of shingles, appropriately colored metal, or similar materials approved by the Board. Construction must commence within one year of the issuance of applicable building permit by the Board, or else the permit will lapse and be void. All construction shall be completed within one year from the commencement date of the construction, unless the Board approves an extension for good cause, which extension shall not exceed six months in length.

g. Height and Size Limitations. No new structure shall be greater than twenty-five (25) feet in height. Building height shall be measured from existing median grade to the highest point of the roof. The building footprint shall be no greater than allowed by Teton County regulations on any parcel.

h. Fences. Except for the exterior boundaries of the Property, no new boundary fences around the exterior lines of any parcel or around the perimeter of any building envelope shall be permitted. The only fence permitted on any parcel shall be a dog run, the size, construction and location of which shall be approved by the Board.

i. Utilities. Electrical, water and telephone utility lines installed subsequent to the effective date hereof shall be installed underground and shall be completed at the parcel owner's expense.

j. Temporary Structures Prohibited. No temporary structures, such as trailers, horse trailers, motorhomes, tents, shacks, or other similar accommodations shall be permitted on any parcel for longer than 72 hours, except

during construction or as authorized by the Board.

k. Maintenance. Each parcel and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles other than automobiles, campers (whether or not on a truck), snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any parcel except during construction, on a reasonable basis.

l. Pets. Not more than two domestic dogs and two domestic cats may be kept on any parcel; provided, however, that a litter of puppies or kittens born to a dog or cat owned by a parcel owner may be kept or maintained upon any owner's parcel for a period not to exceed four months, provided that said puppies or kittens are maintained and restrained in accordance with the provisions of these Covenants. All pets must be under the control of their owners. If any dog is caught or identified on G2V property chasing or otherwise harassing wildlife or people, the Board shall have the authority to notify and warn the owner about the activity and to require reasonable measures to rectify the situation.

Horses may be permitted on a parcel for not more than 48 hours in any month and must be under direct control.

m. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any parcel. No light shall be emitted from any parcel which is unreasonably bright or causes unreasonable glare for any adjacent parcel owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the parcel lines of any parcel.

n. Signs. No signs or advertising devices shall be erected or maintained on any parcel, except a sign not greater than 2 square feet in area which identifies the owner or address.

o. Water Systems. Other than residences currently sharing the common water system and other residences authorized by the Board to hook up to the common water system or any expansion thereof, each residential building shall be connected to a private water supply system at the sole expense of the owner of the parcel, and such system shall conform to all applicable standards of the Teton County, Wyoming, or any other regulatory agency.

p. Sewage Disposal. Each new residential building

shall be connected to a private sewage disposal system at the owner's sole expense, and such sewage disposal system shall conform to all applicable standards of Teton County, Wyoming, or other regulatory agency. No new outdoor toilets shall be permitted, except for a 6-month period during construction.

q. Maintenance of Shared Access Roads. Each parcel owner shall be responsible for an equitable share of the snow removal and maintenance costs for the shared access roads; such share to be based upon usage of roads established by the Board reasonably consistent with past practices. No paved roads will be permitted on the Property.

r. Motorcycles, etc. Prohibited. No recreational use of motorcycles, ATVs, three-wheelers, quadwheelers, snowmobiles, or other similar devices shall be permitted.

s. Wildlife Protection. It is recognized by the declarants and the purchasers or owners of any parcel within the Property that many wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

(1) No owner of any parcel shall remove or alter or allow others to remove or alter any of the live trees thereon, except as is absolutely necessary for the clearing and preparation of the building envelope for the purposes of constructing authorized structures or roads thereon; and

(2) No hunting or shooting of guns shall be allowed on any parcel.

t. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any parcel, including the removal of gravel.

u. Control of Noxious Weeds. Parcel owners shall take all actions necessary to control noxious weeds, as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a parcel owner fails to respond immediately to a written request for weed control from the Board, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such parcel to treat noxious weeds without any liability for trespass.

v. Satellite Dishes. A satellite dish shall be permitted on any parcel, provided that any new satellite dish is appropriate in size and color and is visually shielded from adjacent parcels with shielding approved by the Board of Directors before such satellite dish is installed.

w. Irrigation Ditches. There are certain irrigation ditches which are located on the Property. It is essential to keep these ditches flowing freely to avoid flooding problems caused by blockage or failure to transmit the necessary water to other portions of the Property for irrigation purposes. The owner of any lot upon which any irrigation ditch is located shall not take any action to plug or impede the flow of such ditch. If possible, the owner of any such lot shall clean out any debris which collects in the ditch located on such lot.

x. Common Area Lot. No burning, no new planting of non-native species, and no mining activities of any kind will be permitted on the Common Area Lot.

y. No Access Easements. No owner may grant any access or utility easement across any part of the Property for the benefit of any real estate located outside the Property or owner thereof without the prior express agreement of the entire Board and G2V corporation.

8. Right of First Refusal on Sale of Property. In the event any parcel owner(s) shall wish to sell an undeveloped or developed parcel, such parcel owner(s) must first give all other lotowners notice thereof, together with the price, terms and conditions of payment acceptable to such selling party, and other lotowners shall then have a period of thirty days to meet said price, terms and conditions, or to procure an acceptable buyer therefor. Thereafter, should the selling party change or modify the purchase price, terms or conditions, then in such event the selling party shall give all of the other parties fourteen (14) days notice thereof, and in either case, said other parties shall have the right to elect to purchase the land of the selling party at the price, and upon the terms and conditions so noticed. All such notices will be given by certified mail to the last known address of the applicable owner, effective when mailed.

The following dispositions of the parcels are permitted by the owners, free of any obligations on the part of the owners to give the other owners the right of first refusal, as provided in this section, but any transferees shall hold said parcel subject to said right of first refusal:

(a) Any transfer to a member of the owner's immediate family.

(b) Transfer by Will, operation of law or under the applicable statutes relating to descent and distribution upon the death of any of the persons comprising the owner or its heirs or devisees, but provided that if the personal representative of any such person proposes to sell said Parcel, or any portion thereof, in the course of administration of any such estate, the right of first refusal shall apply.

(c) The grant by the owner, his heirs or

devisees, of a mortgage or a security interest in said Parcel.

(d) The conveyance by said owner to a close corporation owned by the owner, his legal heirs and devisees.

9. **Board of Directors of the Association.** The Board of Directors of the Association shall consist of at least three (3) members. Each board member shall be an owner of a parcel (or a principal or beneficiary of any owner which is a trust, corporation, partnership or other entity) within the Property, and must be elected by the owners by a majority vote. The term of a Director shall be one year, unless a Director shall cease to be an owner of a parcel within the Property.

a. **Authority and Duties.** The Board shall be responsible for the administration of these Covenants and shall issue building permits, contract for and supervise common services, enforce the development and use regulations and take all other actions deemed by it to be necessary or desirable to administer and enforce these Covenants.

b. **Meetings.** The Board shall call and conduct the annual meeting of parcel owners (which shall be called by written 30 days notice), at which time expiring or vacant Directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the parcel owners, and shall meet from time to time as necessary to administer and enforce these Covenants.

c. **Assessments/Common Services.** The Board may contract for snow removal and for periodic maintenance services on the common roads, fences and gates, any common water system, any irrigation ditches serving any of the lots within the subdivision, and control of noxious weeds. Each owner shall pay a share of such costs, as assessed by the Board, with the shares based upon use and benefit in the case of those services not equally benefiting all owners, consistent with past practices and 7(q) above. The Board will bill the parcel owners periodically for their appropriate shares of common expenses, and billings shall be paid by parcel owners within 30 days of the billing date.

10. **Violations, Enforcement, Liens and Costs.** The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarants, by the Board, or by any owner of a parcel within the Property. Every owner of a parcel within the Property hereby agrees that the entry of an injunction against him or her, or his or her tenants or guests, to terminate and restrain any violation of these Covenants is an appropriate remedy. Any parcel owner who uses or allows his or her parcel to be used or developed in violation of these Covenants further agrees to pay all reasonable legal fees incurred by the Board or the Declarant or other parcel owner in enforcing these Covenants. The Board shall have a lien against each parcel

and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Board from the owner of such parcel which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the rate of six percent (6%) and a four percent (4%) late charge. The Board is authorized to record a notice of lien in the Office of the County Clerk of Teton County, Wyoming, which shall include a description of the property, the name of the owner thereof, and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's Office shall be sent to the owner by certified mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.

11. **Amendments.** These Covenants may only be amended with the written consent of the record owners of at least eighty-five percent (85%) of the parcels within the Property, based on one vote for each parcel.

12. **Duration of Covenants.** All of the Covenants, Conditions and Restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Section 11 hereof. If required by law, these Covenants shall be deemed to remain in full force and effect for twenty-year periods, and shall be automatically renewed for additional consecutive twenty-year periods unless all of the parcel owners of the Property subject to these Covenants otherwise agree in writing.

13. **Severability.** Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and the remainder of these Covenants shall remain in full force and effect.

14. **Acceptance of Covenants.** Every owner or purchaser or other transferee of a parcel within the Property shall be bound by and subject to all of the provisions of these Covenants, and every parcel owner or purchaser or other transferee, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants.

IN WITNESS WHEREOF, the Declarants have duly executed and delivered this Declaration of Covenants, Conditions and Restrictions.

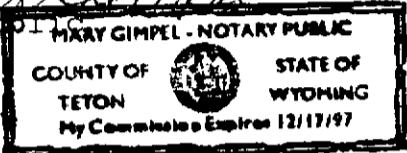
Printed name(s):
JUDITH B. FRIEND

Signature(s):
Judith B. Friend

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing was acknowledged before me by
JUDITH B. FRIEND and _____ this 17th
day of August, 1994.

(seal)
My commission expires: 12/17/97

Mary Gimpel
Notary Public


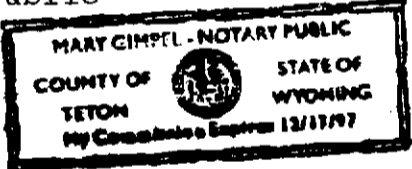
Printed name(s):
Thomas J. Lindley
Ruth W. Lindley

Signature(s):
Thomas J. Lindley
Ruth W. Lindley

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing was acknowledged before me by
Thomas J. Lindley and Ruth W. Lindley this 18th
day of August, 1994.

(seal)
My commission expires: 12/17/97

Mary Gimpel
Notary Public


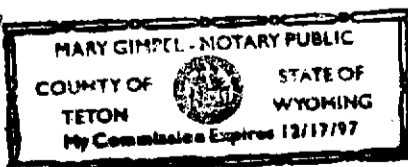
Printed name(s):
JEAN C. ADAMS
SALISBURY ADAMS

Signature(s):
Jean C Adams
Salisbury Adams

STATE OF WYOMING)
COUNTY OF TETON) ss.

The foregoing was acknowledged before me by
JEAN C. ADAMS and SALISBURY ADAMS this 18th
day of August, 1994.

(seal)
My commission expires: 12/17/97

Mary Gimpel
Notary Public


Printed name(s):

John S. Lindsey

Signature(s):

John S. Lindsey

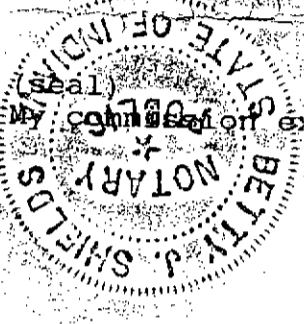
STATE OF INDIANA)

COUNTY OF CLARK) ss.

The foregoing was acknowledged before me by
JOHN S. LINDSEY and _____ this 9TH
day of SEPTEMBER, 1994.

Betty J. Shields
Notary Public # 348096

(seal)
My commission expires: 8-18-98



Printed name(s):

Frances Lindley Arnold

Signature(s):

Frances Lindley Arnold

STATE OF Kentucky)
COUNTY OF Hardin) ss.

The foregoing was acknowledged before me by
Frances Lindley Arnold and _____ this 29th
day of August, 1994.

Brenda J. Mason
Notary Public



Printed name(s):

Thomas Jehu Lindley III

Signature(s):

Thomas J. Lindley III

STATE OF Alabama)
COUNTY OF Montgomery) ss.

The foregoing was acknowledged before me by
Drivers License and Banking Relation this 27th
day of August, 1994.

Mona A. George
Notary Public

(seal)
My commission expires: 7-20-97



Printed name(s):

WILLIAM K. RIKER
LEENA M. RIKER

Signature(s):

William K. Riker
Leena M. Riker

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing was acknowledged before me by
WILLIAM K. RIKER and LEENA M. RIKER this 15th
day of September, 1994.

Mary Gimpel
Notary Public

(seal)
My commission expires: 12/17/97



Printed name(s):

JENNIE P. SMELKER

HOLAN H. SMELKER

Signature(s):

Jennie Smelker

Holan H. Smelker

STATE OF Alaska)
Third Judicial District) ss.
COUNTY OF _____)

The foregoing was acknowledged before me by
Jennie P. Smelker and Holan H. Smelker this 3rd day of October 1994.

OFFICIAL SEAL
STATE OF ALASKA
NOTARY PUBLIC
ELEANOR S. RICHARDS
My commission expires 7/23/95

Eleanor S. Richards
Notary Public

Printed name(s):
Gust M. Gaviotis
Gust M. Gaviotis
Ann M. Gaviotis
Ann M. Gaviotis

Signature(s):
Gust M. Gaviotis
Ann M. Gaviotis

STATE OF Wyoming)
COUNTY OF Natrona) ss.

The foregoing was acknowledged before me by
Gust M. Gaviotis and Ann M. Gaviotis this 11th
day of October, 1994.

Starla G. Singleton - Notary Public
Country of Natrona State of Wyoming
(seal)
My commission expires: 12/7/94
My Commission Expires Dec. 7, 1994

Starla G. Singleton
Notary Public

Printed name(s):

JENNIE P. SMELKER

HOGAN H. SMELKER

Signature(s):

Jennie Smelker

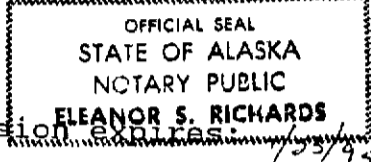
Hogan H. Smelker

STATE OF Alaska)
Third Judicial District) ss.
COUNTY OF _____)

The foregoing was acknowledged before me by
Jennie P. Smelker and Hogan H. Smelker this 3rd
day of October, 1994.

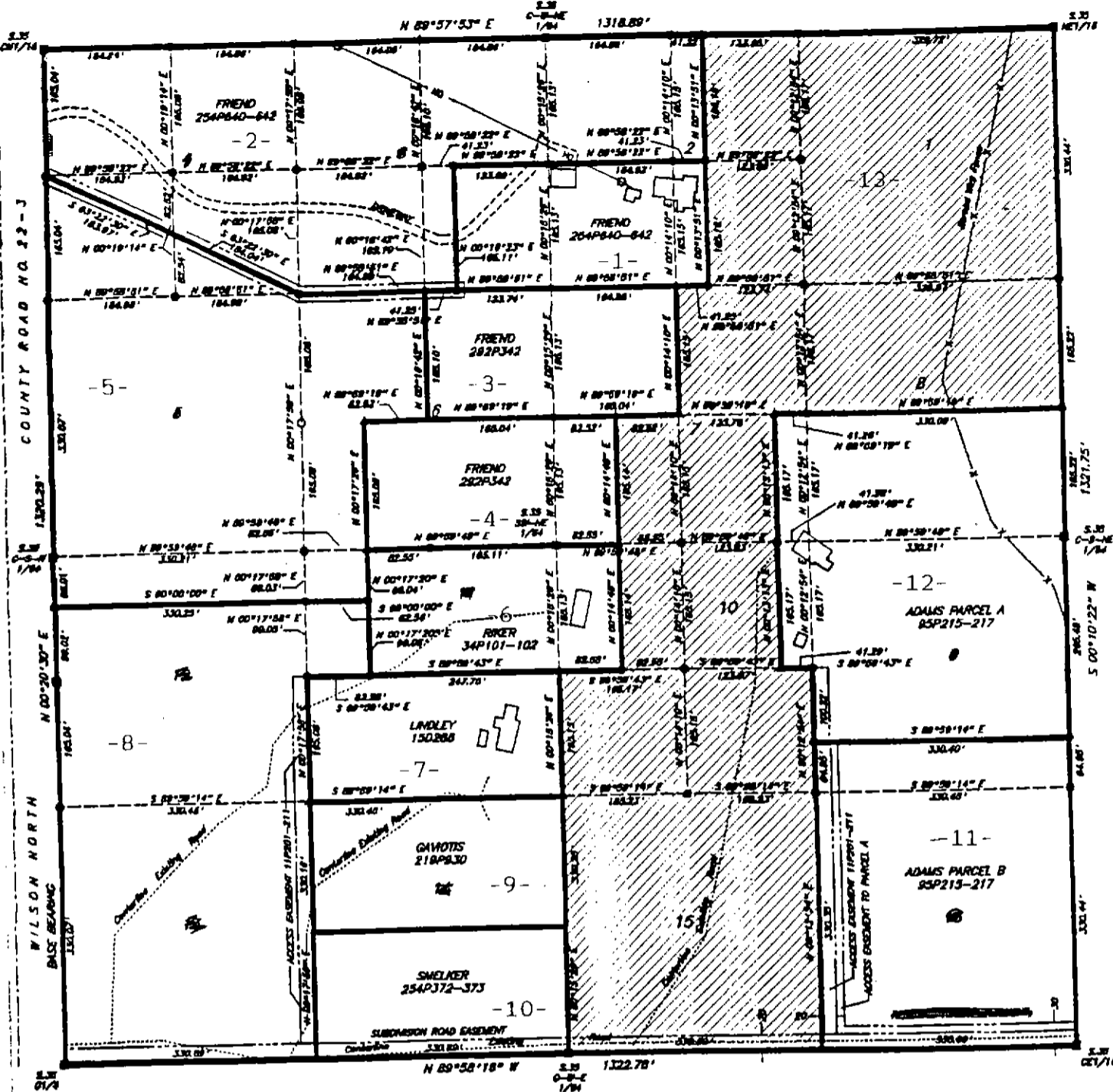
(seal)

My commission expires: 7/31/95



Eleanor S. Richards
Notary Public

SW1/4NE1/4 SECTION 35 142N R. 7W



Friend parcels 1-5
 Riker parcel 6
 Lindley parcels 7&8
 Gaviotis parcel 9
 Smelker parcel 10
 Adams parcels 11&12
 Common Lot Area parcel 13
 Shaded

= LEGEND =

- Indicates a Corner Record filed; monument recovered this survey.
- ▲ Indicates a 1 inch diameter metal pipe with metal tag inscribed "1971 M&K LS 564" and other details recovered this survey.
- Indicates a steel T-shaped stake 18 inches long with chromed cap inscribed "SURVEY POINT, PETER M. JORGENSEN, PE&LS 2812" found this survey.
- Indicates a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "P.M. JORGENSEN PE & LS 2812" set this survey.
- OH — Indicates an overhead utility line.