

8547

DECLARATION OF RESTRICTIVE COVENANTS

\$7.00

Jackson Lumber Company

To

The Public

THE STATE OF WYOMING, County of Teton, ss.
 Filed for record in my office this 19th day of
 July A.D. 1965 at 10:30 o'clock A.M., and recorded
 in Book 12 of Mixed Records on Page 269
 Grace A. Smith, County Clerk and Ex-Officio
 Recorder of Deeds.

DECLARATION OF RESTRICTIVE COVENANTS
OF SHOOTIN' IRON RANCH

STATE OF WYOMING)
) ss.
 COUNTY OF TETON)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owner of the following described land, to-wit:

Lots 3 and 4 of Sec. 18, T. 40 N., R. 116 W., 6th P.M. and Lots 1,2, and 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 19, T. 40 N., R. 116 W., 6th P. M. and Lots 1 and 4 of Sec. 24, T. 40 N., R. 117 W., 6th P. M., and

A portion of Lots 3 and 6 of Sec. 13, T. 40 N., R. 117 W. 6th P. M., described by metes and bounds as follows:

Beginning at the southeast corner of said Sec. 13, where is found a 2" galv. steel pipe 30" long with brass cap inscribed T40N R117W/R116W S13/S24 1960 set in mound of stone; thence N. 00°11'W. 68.5 feet to the southwest corner of Sec. 18, T. 40 N., R. 116 W., 6th P. M., thence continuing N. 00°11'W 71.1 feet to steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS 164"; thence N. 36°50'W. 286.1 feet along Tract No. 11 of the Hufsmith Hill Subdivision to point No. 2 of said subdivision; thence N. 35°46'W. 1635.3 feet to a 2" galv. steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING" T40N R117W S13 NW $\frac{1}{4}$ SE $\frac{1}{4}$ /Lot3 1965 on the west line of the said Lot 3; thence S. 00°15'W. 1697.8 feet along the west line of said Lots 3 and 6 to the southwest corner of said Lot 6 where is found a 2" galv. steel pipe 30" long with brass cap inscribed "PAUL N. SCHERBEL RLS164 BIG PINEY WYOMING" T40N R117W E1/16 S13/S24 1965 set in mound of stone; thence N. 89°52'E. 1135.5 feet along the south line of said Sec. 13 to the place of beginning.

Excepting from this conveyance the following tracts of land with the improvements and appurtenances thereon heretofore conveyed by the Grantor herein, all of which are of record in the office of the County Clerk and Ex-Officio Register of Deeds of Teton County, Wyoming, to-wit:

Conveyance to Dr. Lyle O. Guest et ux dated 10/21/52 and recorded 10/31/52 in Book 10 of Deeds at page 225.

Conveyance to J. H. Farnsworth et ux dated 10/21/52 and recorded 10/31/52 in Book 10 of Deeds at page 226.

Conveyance to G. W. Hufsmith, Jr. et ux dated 4/6/62 and recorded 5/11/62 in Book 13 of Deeds at page 100.

Conveyance to Mary Goss dated 9/4/63 and recorded 9/13/63 in Book 11 of Deeds at page 443.

Conveyance to John L. Grosse et ux dated 11/27/63 and recorded 12/9/63 in Book 11 of Deeds at page 460.

Hufsmith Hill Subdivision dated 12/18/63 and recorded 1/8/64 in Book 1 of Plats at page 155.

Excepting and reserving to the grantor the following described tract:

That part of Lots 3 and 4 of Sec. 18, T. 40 N., R. 116 W., 6th P. M. Bounded on the west by the west line of said Sec. 18, on the east by the west right-of-way line of the South Park County Road; and on the south by the North line of the Hufsmith Hill Subdivision recorded in Book 1 of Plats at page 115 in the office of the County Clerk and Ex-Officio Register of Deeds of Teton County, Wyoming.

That part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 19, T. 40 N., R. 116 W., 6th P. M. described by metes and Bounds as follows:

Beginning at the West $\frac{1}{4}$ corner of said Sec. 19, which is corner No. 1; thence East 435.6 feet along the Quarter Section line to corner No. 2; thence South 300 feet to corner No. 3; thence West 435.6 feet, more or less to corner No. 4, which point lies on the West boundary of Sec. 19, thence North 300 feet, more or less along said boundary to point of beginning, containing 3 acres, more or less.

Hereby make the following declarations as to limitations, restrictions and uses to which the property may be put, hereby 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 designated for the purpose of keeping and maintaining the use and development of the ranch desirable, uniform and suitable in architectural design as herein specified:

1. **LAND USE AND BUILDING TYPE** - Only new construction or alteration of existing construction shall be permitted. All building and fencing should be Western in character, design and architecture. No property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or subdivision of the property other than a one detached single family dwelling and a private garage, except that a suitable guest house for a single family and buildings incidental to Ranch use may be permitted.

2. **ARCHITECTURAL CONTROL** - No building shall be erected, placed or altered on any of the property until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design, and as to location with respect to topography and finish grade elevation. The exterior construction of all buildings and all grading incidental to construction shall be completed within 12 months from the date of issuance of a building permit as herein provided. 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 Electrical Code, current edition;

National Fire Protective Association International;

and with such State of Wyoming building and safety codes as may be applicable to the property. Variances from the terms of such codes and substitution of applicable codes may be made by the Architectural Committee.

3. **BUILDING PERMIT** - No building, structure, sign, fence, or improvement of any kind shall be erected, altered, placed or permitted to remain on any of the property until the plans and specifications therefore, including Plat plans, have been approved in writing and a building permit issued therefor as provided by the Architectural Control Committee.

4. **ARCHITECTURAL COMMITTEE** - The Architectural Committee hereinafter constituted shall have the following duties and authority:

Approve plans and specifications, including Plot plans, as being in conformity with the terms and conditions hereof and to issue building permits therefor; to grant variances of and make substitutions for building codes as provided herein and authorize variances of the terms hereof where necessary and not injurious to the rest of the addition; authorize removal of trees; authorize the use of a temporary residence during construction as herein provided; and to enforce the terms hereof by appropriate legal action. A building permit granted by the Architectural Committee shall be conclusive evidence of the compliance with the terms hereof for the construction, improvement, alteration and use by the permit.

5. **BUILDING LOCATION** - No building shall be located on any of the property nearer than 25 feet to the front lot line, or nearer than 25 feet to any side lot line, or nearer than 25 feet to any back lot line. For the purposes of this covenants, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. With written approval of the Architectural Control Committee, a one story attached garage may be located nearer the lot lines than set forth herein.

6. **NUISANCES** - No noxious or offensive activity shall be carried on upon any of the property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. **TEMPORARY STRUCTURES** - No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, except as may be authorized by the Architectural Committee for a period not to exceed twelve months during which a permanent residence is being constructed.

8. **SIGNS** - No signs of any kind shall be displayed to the public view on any of the property except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period which shall not exceed twelve months.

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 or Tract.

10. **LIVESTOCK AND POULTRY** - No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and that there be no more than four house pets of four months or more in age and except that a reasonable number of horses for a reasonable period of time may be kept on the Ranch with the written approval of the Architectural Committee first obtained.

11. **UTILITIES AND SERVICE AREAS** - All utility and service lines and fuel storage tanks shall be underground except with the written approval of the Architectural Committee first obtained. Coal shall not be used for fuel. The owner of each Ranch shall provide an interior incinerator for disposing of trash and garbage. No building permit shall be issued until provision is made in the plans for such interior incinerator. No rubbish, debris, ashes, or trash of any kind shall be placed or permitted to accumulate on any lot. Service areas shall be no larger than is required by the improvements on the lot and shall be suitably screened.

12. **PARKING** - Each Ranch owner shall provide off-road parking sufficient in amount to accommodate the parking requirements inherent in the nature of the improvements on his Ranch. No building permit shall be issued until provision is made in the plans for such off-road parking.

