



FIRST AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
R-G SUBDIVISION

This Instrument ("Amendment") is made as of this 23rd day of May, 1989 by Maya Burton, hereinafter referred to as "Declarant".

WHEREAS Declarant is the owner of all of the lots and common area of the R-G Subdivision, in accordance with the plat filed for record August 2, 1983, in Teton County, Wyoming, as Plat No. 548, and

WHEREAS a Declaration Of Covenants, Conditions And Restrictions R-G Subdivision, hereinafter referred to as "Covenants" was filed on August 2, 1983 in Book 142 of Photo, pages 441 - 457 as Instrument No. 246647 in the Office of the Teton County Clerk, Teton County, Wyoming for the R-G Subdivision; and

WHEREAS Article IX Section 3 permits amendment of the Covenants on instrument signed by 90% of the lot owners; and

WHEREAS the Declarant owns one hundred percent of the property within the R-G Subdivision and desires to amend certain portions of the Covenants therein;

NOW, THEREFORE the Declarant hereby declares that this Declaration Of Covenants, Conditions, Restrictions, Reservations, and Easements R-G Subdivision recorded on August 2, 1983, (hereinafter referred to as ("Covenants")) is hereby supplemented and amended as provided below and all that property described in the Amended Plat to R-G Subdivision to be recorded in the Public Records of Teton County, Wyoming on the legal description, Lots 1-8, R-G Subdivision, according to that plat filed in the Office of the Teton County Clerk on August 2, 1983 as Plat No. 548, shall be owned, leased, used, occupied and developed subject to the following provisions, covenants, conditions, and restrictions, all of which are for the purpose of preserving and maintaining the natural character and value of the

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Recorded 6-13-1989 at 9:55 A.M.  
in Book 211 of Photo Page 1067-1071  
No. 288085 \$12.00 pd  
V. Jolyun Coopce  
County Clerk  
Dep.

property. The Covenants shall run with the property and any lot hereof, and shall be binding on all parties having or acquiring any legal or equitable interest in and to the property, and shall inure to the benefit of all the Owners of the property or any part hereof.

1. There is hereby added to Article I, Definitions, a new Section 7, "Shared Road" to read as follows:

"Shared Road" shall mean the private roadway which provides access from Highway 22 to the individual lots.

2. There is hereby added to Article I, Definitions, and Section 8, "Common Services" to read as follows:

"Common Services" shall mean the roadway maintenance and snow removal services for the shared road, utility line maintenance and repair services for utility lines located in the right-of-way of the shared road, and water well and water line maintenance and repair services for the water system servicing the subdivision.

3. Article VI, Section 3, "Building Design", subsection (b) is hereby revoked and the following is substituted thereof:

(b) The minimum and maximum floor area of any single family residence shall be not less than 1,500 square feet, exclusive of a garage, carport or unenclosed porches or decks. The detached guest suite shall not exceed 800 square feet of maximum floor area. The floor area shall not exceed 5,000 square feet.

4. Article VI Section 4, Site Design, subsection (f) is hereby revoked and the following is substituted thereof:

(f) The Declarant has elected to drill a new well on the property. It is intended that this new well service all of the subdivision lots; however, in the event that the new well cannot be drilled deep enough, it will service Lots 1, 2, 3, 4, 6 and 8 with lots 5 and 7 remaining on the current existing well. Declarant will pass a proportionate share of those water rights to each lot owner connected to it with the purchase of a lot. Except as noted above, each lot owner shall connect to the water well system, and shall not be allowed to drill or use a private well. In order to provide for the orderly use of the water and maintenance of this well and appurtenant facilities, the chairman of the Design Committee or in his/her absence, any member of the Design Committee shall act as a Water Steward. The Water Steward shall work with the lot owners concerning their use of the water and act as spokesman for the lot owners in dealing with other land owners outside of the property, concerning the "use" of the water, and any "disputes" either between lot owners or between lot owners and other property owners outside of the subdivision involving the quantity of water being used,

diversion, or pumping methods or any other matter relating to the use of the water shall be resolved by the Water Steward as he/she deems to be in the best interest of all parties, provided any decision shall be consistent with state water law, if relevant. All lot owners eligible to use the water from the well shall be responsible for paying their proportionate share of the costs of maintaining the well casing, pipeline, pump, and appurtenant facilities, within and outside of the property except the Declarant shall not be responsible for any payment or contribution if Declarant owns four lots or less. The Water Steward shall determine from time to time, in conjunction with other water users, the amount necessary to maintain and/or repair the well casing, pipeline, pump and appurtenant facilities.

5. Article VI Section 4, Site Design, subsection (g) is hereby revoked and the following is substituted thereof:

(g) Utilities shall be installed underground. No antenna shall be installed on any structure or lot so that it is visible from any other lot, except that one temporary television antenna, not exceeding a height of five feet above the roof, may be provided on each lot until such time as a common cable television system is available, after which such temporary antenna shall be promptly removed. Each lot owner shall construct a cable television pedestal, and a concrete pad for the electric transformer box. Sewage disposal sites shall be shown on the plans to ensure proper separation of well(s) and leach fields for the subdivision.

6. Article VII Section 2 General Restriction subsection (a) is hereby revoked and the following is substituted thereof:

(a) No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any structure, lot or tract, and no excavation or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by declarant to an owner, including removal of trees or other vegetation, shall be erected, placed, done, or permitted to remain on any structure, lot or tract until the plans, specifications and exterior material samples and color selections therefor have been approved in writing and a building permit has been issued by the design committee. Plans for buildings for the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a site plan. Plans and elevations shall clearly show all external features and materials for all chimneys, vents, floors and windows, trim, and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences

and utilities. Specifications shall describe all exterior finishes.

7. There is hereby added to Article VII, Section 3, Residential Area; Uses: Restrictions, a new subsection (l) to read as follows:

(l) Wildlife Protection. It is recognized by the Declarant and the purchasers or owners of any lot within the property, that many wildlife species live on or migrate through the property during various times of 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 of wildlife habitat:

(1) No owner of any lot shall remove or alter or allow others to remove or alter any of the existing vegetation 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.

(2) Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any lot, except within an enclosed improvement area.

(3) No hunting or shooting of guns shall be allowed on any lot.

8. There is hereby added to Article VII, Section 3, Residential Area; Uses: Restrictions, a new subsection (m) to read as follows:

(m) The shared road shall be private and each lot owner shall be responsible for an equal portion of the maintenance costs for said road, as costs are incurred at the initiation of the Design Committee, except Declarant shall not be responsible for any portion of the maintenance costs if Declarant owns four lots or less. The cost of snow removal from the shared road shall be shared equally, but only by those lots containing a structure. Example: Maintenance costs shall be pro-rated to owners by dividing costs by the number of lots in the Subdivision. Snow removal costs shall be pro-rated to owners by dividing costs by the number of lots containing a structure.

IN WITNESS WHEREOF, Declarant and all lot owners within the R-G Subdivision have executed this First Amendment To

Declaration Of Covenants, Conditions and Restrictions for  
the R-G Subdivision.

Maya Burton  
Maya Burton

STATE OF WYOMING )  
                          )  
COUNTY OF TETON  )

The foregoing instrument was acknowledged before me by  
Maya Burton this 23rd day of May, 1989.

Dale B. Hughes  
Notary Public

My Commission Expires:

**My Commission Expires 9-18-90**

