

14. The covenants and conditions hereof may be amended, modified, or repealed at any time by the written vote of the than record owners of two-thirds (2/3) or more of the lots, and such amendment, modification, or elimination shall be made by an amendment hereto filed with the County Clerk and Ex Officio Register of Deeds of Teton County, Wyoming.

15. If at any time any of the covenants, conditions or restrictions contained herein, or any part thereof shall be adjudged or held to be illegal or invalid, such illegality or invalidity shall in no wise affect or render illegal or invalid any of the other terms, covenants, conditions or restrictions or any other paragraph or part thereof, that each and all of said terms, covenants, conditions and restrictions notwithstanding said an illegality or invalidity shall be and remain in force and effect.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed this 30th day of July, 1965.

William G. Jensen  
Vera Williams Jensen

STATE OF WYOMING )  
County of Teton ) ss.

On this 30th day of July, 1965, before me personally appeared William G. Jensen and Vera Williams Jensen, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they had executed the same as their free act and deed, for the uses and purposes therein set forth.

NOTARY SEAL

Floyd R. King  
Notary Public

My commission expires May 11, 1966.

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R5F25                      RESTRICTIVE COVENANTS, SNOW KING ESTATES.                      \$5.00

Earl D. Walters and  
Melba H. Walters.

THE STATE OF WYOMING, County of Teton ss.  
Filed for record in my office this 9th day of  
August A. D. 1965, at 10:35 o'clock A. M., and  
recorded in Book 12 of Mixed Records on Page 290  
Grace A. Smith, County Clerk and Ex-Officio  
Recorder of Deeds.

To  
The Public

RESTRICTIVE COVENANTS  
SNOW KING ESTATES  
A SUBDIVISION IN TETON COUNTY, WYOMING

Whereas,

EARL D. WALTERS and MELBA H. WALTERS,

sometimes referred to as "Owners", are the owners of the following <sup>hereinafter</sup> described property situated in Teto County, Wyoming, to-wit:

All of SNOW KING ESTATES according to the official Plat thereof on file in the office of the Recorder of Teton County, State of Wyoming;

and

WHEREAS, said Owners have subdivided said land into residential lots and easements as described in said Plat of SNOW KING ESTATES, a subdivision officially recorded as above set forth, and desiring to place restrictions against the title to said land,

NOW, THEREFORE, the following restrictions, reservations, and requirements are hereby created and declared to be covenants running with the land hereinabove described; and the undersigned Earl D. Walters and Melba H. Walters, owners of said land, do hereby declare that the above described land is to be held and conveyed to the following restrictions, reservations and requirements;                      subject

I

RESIDENTIAL LOTS

E.D.W  
M.H.W

Each and every lot (except lot # 77) herein shall be known and is hereby designated as a "Residential Lot" and no structure shall be erected, placed or permitted to remain on any such "Residential Lot" other than one single family or two <sup>family</sup> family dwellings, not to exceed two stories in height above front street and a private garage for not more than four (4) automobiles.

II

BUILDING SIZE, DESIGN AND PLACEMENT

No bulding shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building on the lot have been approved in writing by Earl. D. Walters or Melba H. Walters, including the conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation. Buildings will generally be required to have a minimum square footage of one-thousand (1000) square feet or in the alternative the minimum building requirement shall be

attempt

an expenditure of fifteen thousand (\$15,000.00) dollars for the construction of said building.

IIA

STRUCTURES SPECIFICALLY PROHIBITED

No trailer, basement, tent, shack, garage, or other out-building erected in, upon or about any of said residential lots shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No structure shall be moved on to any residential lot for use as a residence unless it meets with the approval of Earl D. Walters or Melba H. Walters, such approval to be given in writing.

III

TRADES AND OFFENSIVE USE

No noxious or offensive trade or activity shall be carried on upon any residential lot or any part or portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining residential lots. This subdivision is not intended to be divided for or used for a commercial area (with exceptions of lot #77), therefore, livestock and fowls for commercial uses will not be permitted in the area. This paragraph is not intended to restrict the area so as to prohibit the raising of fine birds or animals as pets or other domestic pets for personal use. However, the housing of such pets must be so constructed that it will not be unsightly, and the number of such birds and pets and the housing for them shall be approved by Earl D. Walters or Melba H. Walters.

IV

SIGNS AND REFUSE

No signs, billboards or advertising structures may be erected or displayed on any of the residential lots or parts or portions of said residential lots except that a single sign, not more than three (3) by five (5) feet in size, advertising a specific lot for sale or house for rent, may be displayed on the premises affected.

No trash, ashes or any other refuse may be thrown or dumped on any residential lot or any part or portion thereof.

V

SEWAGE, WATER, AND UTILITIES

Until such time as a sanitary sewer system shall have been constructed to serve this subdivision, an individual sewage disposal system constructed in accordance with the requirements of the Wyoming State Department of Health shall be installed to serve each dwelling, by the owner of the dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it has been first passed through an absorption field approved by said Health Authority. No outside privy either temporary or permanent shall be permitted on any lot.

All public utilities, including electric power, and telephone communications, shall be used by the individual owner under the rules and regulations prescribed by the company furnishing the public utility when and as said public utility is made available to each lot owner.

In this connection the easements for the installation of transmission lines, or pipes and etc. of said public utilities are reflected on the subdivision Plat as recorded with the Teton County Recorder.

VI

RESTRICTIONS TO RUN WITH THE LAND

All covenants and restrictions herein stated and set forth shall run with the land and be binding on all the parties and persons claiming any interest in said residential lots or any part thereof until fifteen (15) years from the date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years unless by a vote of a majority of the then owners of said residential lots, it is agreed to change the said covenants in whole or in part.

VII

PENALTY FOR VIOLATION

If the parties now claiming any interest in said residential lots, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to fifteen (15) years from the date hereof, it shall be lawful for any other person or persons owning any other residential lot or lots in said area, or the Owners, to prosecute any proceedings at law or in equity against the person or persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restriction or restrictions, and either prevent him or them from so doing or to recover damages or seek other relief for such violation or violations.

VIII

SAVING CLAUSE

Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgment or court order or other official decree, shall in no wise affect any of the other provisions hereof which shall remain in full force and effect until fifteen (15) years from the date hereof subject to automatic extension as provided in paragraph VI hereof.

DATED, this 5th day of July, 1965.

Earl D. Walters  
Melba H. Walters

