



DECLARATION AND ESTABLISHMENT OF CONDITIONS,
RESERVATIONS AND RESTRICTIONS
FOR SQUAW CREEK RANCH

Squaw Creek Ranch, a Wyoming corporation, being the owner of all of the following described premises, situate within the County of Teton, State of Wyoming:

Township 40 North, Range 116 West, 6th P. M.
Section 35: S $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$,

has established a general plan for the improvement and development of such premises, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all parcels, lots, and portions of such lots or other parcels in said property shall be improved or sold and conveyed by it as owner thereof.

The Restrictions and Covenants hereinafter set out shall run with the land and shall be binding upon all parties and all persons owning or hereafter acquiring lots or parcels in Squaw Creek Ranch or any interests or estate therein.

If the owners of such lots or tracts or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situate in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

A. GENERAL

1. Residential Use. The premises may be used only for a single family residence with the usual outbuildings, including one guest house, and one barn to be used solely for the purpose of maintaining horses.

The premises may be used for a studio, workshop, for artistic pursuits, recreational and such other endeavors not requiring access to the premises by the general public nor requiring the employment of labor other than the owner. But no other manufacturing or commercial enterprise shall be maintained upon the premises.

2. Nuisances. No owner shall do or permit to be done any act upon the premises which is, may be, or may become a nuisance.

3. Occupancy of Guest House. Rental of any guest house is prohibited, occupancy thereof being limited to either guests or employees or servants.

4. Permitted Structures; Density. Each four and one-half acre parcel of the premises may have erected thereon the following structures:

- (a) One single family residence, not exceeding two stories in height;

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- (b) One single family guest house, not exceeding one story in height, as approved by the Site Committee;
- (c) One barn to be used solely for the purpose of maintaining horses;
- (d) Such buildings as are incidental to ranch use and approved by the Site Committee.

No trailer, tent, shack, or temporary building shall be erected on the premises. No basement or temporary structure on the premises may be occupied as a residence. No temporary garage, temporary dwelling, temporary garage, temporary outbuilding, guest house, or other temporary structure shall be erected or placed on any lot unless approved in writing by the Site Committee.

No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property.

5. Construction Requirements. All buildings and structures constructed on the premises shall conform to a western style in character and architecture. No buildings may be erected, placed, or permitted to remain on the premises other than those specified in paragraph 4 above.

All construction and alteration shall comply with all local and state code requirements as well as the requirements of the Uniform Building Code, National Plumbing Code, and National Electrical Code, and official amendments thereto.

6. Subdivision. No lot or tract of land as conveyed to Squaw Creek Ranch shall be subdivided into tracts of less than one and one-half acres, nor may any tracts be subdivided without the approval of the Site Committee.

7. Utility Lines. All electrical service lines, telephone lines, and television cables shall be placed underground, and no outside electrical lines may be placed overhead. No exposed exterior radio or television transmission or receiver antennas shall be erected or placed on any part of such premises, but this restriction may be waived by the Site Committee. Any waiver of these restrictions shall not constitute a waiver as to other lots or lines or antennas. All pipelines must be buried.

8. Tanks, Etc. All tanks provided for use in connection with any residence or other structure on such premises, including tanks for storage of fuels, must be buried underground. Utilities for a guest house located on the premises shall utilize the utility meters servicing the main residence constructed on the premises.

All clotheslines, garbage cans, equipment, coolers, and wood piles shall be concealed from the view of neighboring premises or roads. Plans for all enclosures of this nature must be approved by the Site Committee prior to construction.

9. Signs. No signs, billboards, or advertising structures of any character shall be erected, placed, permitted, or maintained on the premises unless the size, form, and number of same are first approved in writing by the Site Committee and except as is reasonably necessary for the identifying of the

residence or reasonably necessary for the sale or lease of the property.

10. Water System. Each structure designed for occupancy or use by human beings shall be connected to a private water system at the owner's expense, and such water system shall conform to the standards applicable for the area including, without being limited to the Wyoming State Public Health Department and the specification and plans must be submitted to the Site Committee for written approval prior to installation.

11. Waste Disposal. Until a sewage treatment plant shall be provided, a waste disposal system shall be placed on each tract or lot by the property owner in accordance with the requirements of the Public Health Department having jurisdiction over the premises. The plans and specifications for such waste disposal system shall be submitted to the Site Committee for written approval prior to installation. A guest house shall utilize the same waste disposal system as the private residence constructed upon such premises.

When and if a sewage treatment plant and collection system for the service of the premises is provided, it shall be used as the sole means of sewage disposal for such premises.

12. Assessment for Maintenance of the Main Road. Each grantee covenants and agrees to pay annually his pro rata share of the cost to maintain the main road servicing the subdivision as provided on the plat. Such annual assessment shall be established by the Site Committee. Grantee's assessment in this regard shall be paid promptly and in the event of grantee's failure to pay same promptly when due shall constitute a lien upon the premises, and same may be enforced in equity as in the case of any lien foreclosure. Such annual assessment shall accrue to the benefit of and may be enforced jointly and severally by the other property owners in the Squaw Creek Ranch. At such time as any public body shall undertake to maintain said road, this covenant shall cease, terminate, and be held for naught.

13. Excavation and Mining. No excavation for stone, gravel, or earth shall be made on the premises, except as is necessary in connection with the development or improvement of the premises. No substantial changes in the elevations of the land shall be made on the premises. No quarrying or mining operations of any kind shall be permitted upon any lot or tract, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon product or minerals of any kind be produced or extracted from any part of the premises.

14. Maintenance. All of the premises and improvements thereon shall be maintained in good repair and sightly condition. No lot or tract shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such premises to appear in an unclean or untidy condition or that will be obnoxious to the eyes, nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.

15. Time for Construction. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within two years from the start thereof. No building shall be occupied during construction.

16. Restriction as to Fence Construction. Fences shall be constructed of wood. Fences may not be constructed of metal posts or barbed wire. Plans and specifications for the construction of fences shall be approved in writing by the Site Committee.

17. Native Growth. The native growth of the premises may not be destroyed or removed, except as approved in writing by the Site Committee. In the event the native growth is removed without such approval, the Site Committee may require the replanting or replacement of same, the cost thereof to be borne by the owner of the lot or parcel.

Improvements or construction which produce scarring of the landscape shall be seeded and suitably planted to restore the natural growth to its former condition.

18. Approval of Plans and Specifications. No building, fence, or other structure shall be erected, altered, placed, or permitted to remain upon said premises unless and until the plans and specifications therefor have been approved in writing by the Site Committee as to the materials, as to harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Each such building, fence, or structure shall be placed on the premises only in accordance with the plans and specifications so approved. Refusal of approval of plans and specifications by the Site Committee may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Site Committee shall seem sufficient. No alteration in the exterior appearance of the building or structure shall be made without like approval. Any decision of the Site Committee made in good faith shall be final and incontestable.

19. Remedies for Violations. For a violation or a breach of any of these reservations and restrictions by any person claiming by, through, or under the Squaw Creek Ranch, or by virtue of any judicial proceedings, the Squaw Creek Ranch, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Squaw Creek Ranch shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed to be a trespass. The failure promptly to enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction in no wise shall affect any of the other reservations and restrictions, but they shall remain in full force and effect.

B. SITE COMMITTEE

20. Authority. The Site Committee hereinafter constituted shall have the duty and authority to approve plans and specifications including plat plans as being in conformity with the terms and conditions of these restrictive covenants 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 waste disposal systems; authorize water

systems; authorize the construction of fences; access road maintenance charges and to act and get their approval as may be otherwise set forth in these restrictive covenants and to enforce the terms hereof by appropriate legal action. A building permit granted by the Site Committee shall be conclusive evidence of the compliance of the terms hereof for the construction of improvements or alterations and use authorized by the permit. The Site Committee and the members thereof shall not be liable for the performance or lack of performance under this instrument and any amendments or modifications of the same.

21. Consideration of Plans and Specifications. The Site Committee may require, among other things, the following information to be submitted to it and drawn to scale and showing:

Incoming water lines and outgoing waste disposal lines.

Elevations of finished floors from grade.

Siting specifications and details of application with color and type of finish.

Roof specifications and details.

Driveway approach and provisions for parking.

Details of roof gable and eave overhangs.

Surface drainage.

Elevation drawings of proposed construction.

In passing upon such plans and specifications the Site Committee shall consider the suitability of the improvements, the materials of which it is being constructed, the colors to be used, the site upon which it is located, the nature of the adjacent and neighboring improvements, the quality of the material to be used in any proposed improvement, the effect of any proposed improvement in the outlook of any adjacent and neighboring property or improvement, it being the objective of the Site Committee to make certain that no improvement is so similar or dissimilar to others in the neighborhood that values, monetary or aesthetic, will be impaired. The Site Committee shall also be the sole judge of "set back" requirements.

22. Membership. The Site Committee shall be composed of three members, and the initial members shall be William J. Scott, Charles G. Brown and Donald W. Saul. Members shall serve for a six year term except that the initial members shall serve for a two, four and a six year term, to be determined by them. Vacancies in the committee caused by death, resignation or inability to act shall be filled by the remaining members of the committee.

23. Elections. Members of the Site Committee, upon expiration of their term, shall be elected by the record owners of all of the lots or tracts at a meeting thereof, the date and place of which shall be established by the Site Committee. Each record owner of a lot or tract shall be entitled to one vote for each lot or tract owned by him. A Site Committee member must be elected by a majority of the votes cast.

24. Delegation of Authority. The Site Committee may appoint from time to time a representative or representatives to carry out the ministerial acts of the committee.

C. MISCELLANEOUS

25. Amendments and Modifications. The covenants and conditions hereof may be amended or modified at any time by the written consent of the then record owners of 75% or more of the lots or tracts, said written consent to be filed in the same manner with the County Clerk and ex-officio Recorder of Deeds in and for Teton County as the instant declaration has been filed.

26. Validity. Invalidation of any one or more of the covenants or conditions hereof shall not affect in any manner the other provisions hereof which shall remain in full force and effect.

27. Headings. The headings used herein are for convenience only and are not to be used in construing the meaning of this declaration of restrictive covenants.

28. Binding Effect. These covenants are binding upon the parties and their respective heirs, administrators, executors, successors and assigns.

Any deed, lease, conveyance or contract made in violation of this declaration shall be void and may be set aside on petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators or assigns shall be deemed parties to the same effect as the original signers; and when such conveyance or other instrument is set aside by decree of the court, all costs and all expenses of such proceedings shall be taxed against the grantor or grantors and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased or conveyed until paid, and such lien may be enforced in such manner as the court may order.

This declaration constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce its provisions as original signers hereto.

ATTEST:

SQUAW CREEK RANCH

Donald W. Saul
Its

BY Charles G. Brown
Its President

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

The foregoing instrument was acknowledged by Charles G. Brown, President of Squaw Creek Ranch, a Wyoming corporation, before me this 4th day of April, 1972.

Witness my hand and official seal.

My commission expires: 4/25/73

Vance Johnson
Notary Public

