

DECLARATION OF RESTRICTIVE COVENANTS
FOR TETON CABINS SUBDIVISION

Know all men by these presents: That WILLIAM L. HECKERMAN and LEONA R. HECKERMAN, husband and wife, of Jackson, Wyoming, the owners of all that certain Real Property situated in Teton County, State of Wyoming, within the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, T41N, R117W, 6th P.M., which is more particularly described on the map to be recorded with these covenants, HEREBY MAKE THE FOLLOWING DECLARATIONS as to limitations, restrictions and uses to which the subject real property may be put, hereby specifying that said Declarations shall constitute covenants running with all of the land as provided by law, and shall be binding upon all parties and all persons claiming any interest in or to the subject real property by, through, or under them, and for the benefit and limitation upon all future owners thereof, this Declaration of Restrictions being designated for the purposes of: insuring the use and development of said property for exclusive residential purposes only, preventing the impairment of the attractiveness of said property for such purposes, maintaining property values therein, and keeping and maintaining the use and development of said Real Property desirable, uniform and suitable as hereinafter specified.

1. LAND USE AND BUILDING TYPE

None of the subject Real Property shall be used for other than residential purposes. Lots as described on the map are not to be subdivided. One (1) family dwelling, including a garage, may be constructed on each lot.

2. COMPLETION OF IMPROVEMENTS

The construction of any dwelling or garage on any portion of the subject Real Property shall be completed not later than the end of the calendar year following the calendar year in which construction was commenced. If construction progress is interrupted, the construction site shall be cleaned up into a neat, orderly and safe place.

3. CONSTRUCTION

All construction shall comply with the provisions of the following standard codes or their official amendments:

National Plumbing Code, current edition;

National Electrical Code, current edition;

RECORDED	
COMPARED	
INDEXED	
ABSTRACTED	

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V. Jolynn Coombs
BY *Ann Riebs* Deputy

and with such State of Wyoming and local building and safety codes as may be applicable. Variances from the terms of such codes, or substitution of applicable codes, may be made only with the consent of the record owners of 75% of the subject Real Property.

4. ARCHITECTURE

Architecture shall be western in nature and utilize logs and stone predominantly.

5. PROHIBITED STRUCTURES

No trailer-home, mobile home, tent, camper, basement, garage, out-building, or any structure of a temporary or mobile nature, shall be used in the area as a place of residence of habitation, either temporarily or permanently, and except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house trailer, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed, or be permitted to remain on any part of the subject Real Property; provided, however, that a mobile home or trailer home may be erected or placed or allowed to remain on the property as a temporary residence during periods of construction, but upon completion of construction any mobile home or trailer home so used shall be removed from the property within 30 days.

The terms "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or so constructed so as to permit, in normal use, its being towed, used, or transported without use of a separate trailer, dolly, skids or other such support, upon the public streets or highways, and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, or structure is permanently located, but shall not include prebuilt permanent homes of western architectural style and character which comply with the requirements of Paragraph 5 above. Determination by the Architectural Control Committee of whether a particular structure is prohibited by this paragraph shall be final and conclusive on all persons.

6. BUILDING LOCATION

No building shall be located on any of the subject Real Property nearer than five (5) feet from the property lines.

7. SIGNS

No signs of any kind or character shall be displayed to the public view on any of the property, except:

(a) A sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed a surface area of six (6) square feet.

(b) A sign identifying the owner or occupant of a residence situated upon said premises, which sign shall not have a surface area exceeding three (3) square feet.

(c) Any light used to illuminate signs, parking areas or for any other purpose shall be so arranged as to reflect the light away from the nearest residence, and away from the vision of passing motorists.

8. EXCAVATION AND MINING PROHIBITED

No excavation for stone, sand, gravel or earth shall be made on any part of the land subject to the Covenants, except such excavation as may be necessary in connection with the erection of approved improvements thereon. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted on any lot or tract.

9. FENCES

Except as otherwise provided in this paragraph, only pole-type fences may be erected on any of the subject Real Property. Hedges not over four (4) feet in height will be permitted. Other types of fences or walls may be erected and maintained to screen the service area, patio, swimming pools or other improvements directly related to a main residential structure constructed upon any part of the subject Real Property, but such fences shall be limited to the materials prescribed for buildings herein, shall be a maximum of four (4) feet in height.

10. REMOVAL OF TREES

No native tree shall be removed from any of the subject real property, except as is necessary for the construction of improvements.

11. NUISANCES

No noxious or offensive activities shall be carried on upon any of the property subject to these Covenants, nor shall anything be done thereon which may become an annoyance or nuisance to other property owners on land subject to these Covenants.

12. LIVESTOCK

Livestock must be kept on an owner's own parcel of the subject Real Property. No more than one dog and one cat are to be allowed out of house, and a maximum of two horses per lot. Livestock kept on any parcel shall be so cared for as not to constitute a nuisance.

13. WASTE DISPOSAL, TRASH DISPOSITION

All exterior garbage containers (which shall have a capacity of thirty-five (35) gallons or more) shall be screened from view, at a convenient location on the owner's parcel of the subject Real Property. No trash brush piles, ashes, rubbish, junk, inoperative vehicles, shall be placed or be permitted to remain on or in front or back of any such parcel. The owner or occupant of any such parcel shall do all other things necessary to keep the same neat and in good order.

14. WATER SYSTEM

Each lot will be furnished water from one central well and the fee for said water will be \$100.00 per year. The five owners will elect one person to handle this fee in an escrow account for maintenance of the water system.

15. WASTE DISPOSAL

See letter of certification that is to be recorded with these covenants.

16. UTILITIES

All utilities and service lines and fuel storage tanks shall be underground. All power lines shall be installed underground at the owner's expense. This includes the main power line to the owner's lot.

17. AMENDMENTS AND MODIFICATIONS

These Covenants and the conditions hereof may be amended, modified or revoked at any time by the written consent of the record owners of a majority of the property subject to these Restrictive Covenants, said majority to consist of owners of a majority of the total acreage of the subject Real Property owned by all of such record owners collectively, and said written consent shall be filed in the same manner as these presents, with the County Clerk and ex-officio register of deeds in and for Teton County, Wyoming.

18. SEVERANCE

Any invalidation by a court of competent jurisdiction of any one or more of these Covenants, or conditions, hereof, shall be deemed to be severed from all other terms and conditions herein, and the remaining terms and conditions shall not be affected in any manner by such decree and shall remain in full force and effect.

19. HEADINGS

The headings used herein are for convenience only, and are not used in construing the meaning of this Declaration of Restrictive Covenants.

IN WITNESS WHEREOF, the makers hereof have hereunto set their hands this

9th day of March, 1976.



William L. Heckerman



Leona R. Heckerman



Betty Jo Ely

STATE OF WYOMING
COUNTY OF TETON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM L. HECKERMAN, LEONA R. HECKERMAN AND BETTY JO ELY, THIS 10TH DAY OF MARCH, 1976. WITNESS MY HAND AND OFFICIAL SEAL.

JEANINE S. MAYER - Notary Public

County of  State of
Teton Wyoming

My commission expires Aug. 10 1977



JEANINE S. MAYER, NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 10, 1977.