

85796

RIGHT OF WAY EASEMENT

\$2.00

Bryan Thomas Goe, et ux

To

County of Teton

The State of Wyoming, County of Teton, ss.  
Filed for record in my office this 5th day  
of August, A. D. 1965, at 3:20 o'clock P. M.,  
and recorded in Book 12 of Mixed Records,  
on Page 288. Grace A. Smith, County Clerk  
and Ex-Officio Recorder of Deeds.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That of and in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed,

BRYAN THOMAS GOE and CAROL MAUDE GOE, husband and wife,

OF THE County of Teton and State of Wyoming, hereinafter called grantors, hereby grant to the

COUNTY OF TETON,

hereinafter called grantee, the right to lay out, construct, inspect, operate and maintain a road for the use of the public over and across the following described land in the County of Teton and State of Wyoming, to-wit:

All of that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  (Southwest Quarter of the Southeast Quarter) of Section 15, T. 41 N., R. 117 W., of the Sixth Principal Meridian, Teton County, Wyoming, owned by the grantors included in a tract of land, or road right-of-way, 60.0 feet in width being 30.0 feet each side of; measured at right angles to, or radially from; a centerline described as follows:

Beginning at a point on the Quarter Section Line which is 53.81 feet South of the Standard South  $\frac{1}{4}$  corner of said Section 15, said point being the point of tangency of a 4<sup>00</sup>' curve to the right the radius of which is 1432.40 feet and the back tangent, being the Quarter Section Line, to which bears N. 0<sup>02</sup>' W. Thence northerly along said curve through an angle of 13<sup>47</sup>' a distance of 344.58 feet. Thence N. 13<sup>45</sup>' E. a distance of 217.84 feet to the point of a 4<sup>00</sup>' curve to the right the radius of which is 1432.40 feet. Thence northerly along said curve through an angle of 8<sup>34</sup>' a distance of 214.17 feet. Thence N. 22<sup>19</sup>' E. a distance of 641.97 feet to the point of a 3<sup>00</sup>' curve to the right the radius of which is 1909.86 feet. Thence northerly along said curve through an angle of 14<sup>11</sup>' a distance of 483.89 feet. Thence N. 36<sup>50</sup>' E. a distance of 374.47 feet to a point of a 6<sup>00</sup>' curve to the left the radius of which is 954.93 feet. Thence northerly along said curve through an angle of 14<sup>39</sup>' a distance of 244.17 feet. Thence N. 22<sup>11</sup>' E. a distance of 288.95 feet to the point of a 24<sup>00</sup>' curve to the right the radius of which is 233.73 feet. Thence northwesterly along said curve through an angle of 31<sup>00</sup>' a distance of 129.17 feet. Thence N. 53<sup>11</sup>' E. a distance of 116.23 feet to a point which is 1357.61 feet West of the Standard East  $\frac{1}{4}$  corner of said Section 15.

Grantor also grants the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the grantee, and the public, of the rights granted by this conveyance.

Grantors hereto do hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

The grant herein contained is an easement and shall be perpetual so long as said land is used for the aforementioned purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 30th day of June, 1965.

Bryan Thomas Goe  
Carol M. Goe

STATE OF WYOMING )  
County of Teton ) ss.

On this 30th day of June, 1965, before me personally appeared Bryan Thomas Goe and Carol Maude Goe, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Grace A. Smith  
Notary Public

NOTARY SEAL

My commission expires: June 23, 1966.

85818  
William G. Jensen and  
Vera Williams Jensen

DECLARATION OF RESTRICTIVE COVENANTS  
VALLEY VIEW SUBDIVISION

\$4.00

To  
The Public

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

DECLARATION OF RESTRICTIVE COVENANTS VALLEY VIEW SUBDIVISION

STATE OF WYOMING )  
 ) ss.  
 County of Teton )

WE, THE UNDERSIGNED, WILLIAM G. JENSEN and VERA WILLIAMS JENSEN, the owners of the following described real property:

Lots One to Fourteen (1 to 14), Valley View Subdivision, Teton County, Wyoming, the same being a part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Seventeen (17), Township Forty (40) North, Range 116 West, 6th P. M. ( hereinafter called the SUBDIVISION), the plat thereof being heretofore filed in the office of the County Clerk and Ex-Officio Register of Deeds of Teton County, Wyoming,

hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all of the lands, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in use as herein specified:

1. No building, structure or improvement shall be erected, altered, placed or permitted to remain on any lot, except for a one family dwelling, a private garage, a guest house which shall not be rented, accessory buildings incidental to residential use, and buildings for owners pets.
2. No dwelling shall be permitted or erected on any lot which contains less than one thousand (1,000) square feet of floor area, exclusive of attached garage and open entries, porches, patios and basements, provided that for the purpose thereof, of computing the minimum floor area it shall be deemed to include the total floor area of the residents' building measurements to be taken for this purpose from the outer facings of the exterior walls. No guest house shall be permitted or erected which contains less than three hundred and fifty square feet (350 sq.ft.) of floor area as computed for dwellings. No barn or building for pets, including horses, shall exceed one story in height.
3. No lot shall be subdivided in any manner. Two contiguous lots, if owned by the same record owner may be combined as one lot for the purposes of applying the covenants and restrictions herein contained by such record owner making such election in writing and duly recording the same in Teton County, Wyoming, and from and after such election, such combined lots can be treated as one lot for the purposes of applying the provisions hereof except those provisions in regard to voting.
4. No animals or fowl of any kind shall be kept or maintained in the subdivision except for house pets and horses, and not more than four house pets of four-months or more in age, and not more than four horses or one horse for each immediate family member, if said horse is over one year of age, shall be kept per lot.
5. No signs of any nature shall be placed or maintained on any lot, except a sign advertising the premises for sale or rent, or open for inspection, or a sign identifying the lot or the owner, which sign shall not exceed three square feet.
6. That no residence shall be erected, or any part of any residence, or any other building or structure (exclusive of walls and fences) nearer <sup>than</sup> twenty (20) feet from the line of any adjoining street or road way shown on the plat of the subdivision, nor shall any part of any residence or structure (exclusive of walls and fences) be placed nearer than fifteen (15) feet to the said <sup>side</sup> line of any lot.
7. That no rubbish or debris or ashes or trash, of any kind or character shall ever be placed or permitted to accumulate upon any portion or any lot in said tract so as to render the said premises unsanitary, unsightly, offensive or detrimental to any other lot or lots in said subdivision, or to the occupants thereof. No rubbish, debris or trash shall be burned except in a permanently constructed debris incinerator, except during construction.
8. That no excavation or stone, sand, gravel or earth be made on any building site unless such excavation is necessary in connection with the erection of an approved structure thereon. No oil drilling, oil development operations, chlorine or mining operations of any kind shall be permitted upon or in any lot.
9. Only new construction or alteration of the existing construction shall be permitted and when any construction is started, work thereon must be prosecuted diligently, and it must be completed within fifteen (15) months, including exterior finish and removal of excavation or piled materials.
10. All utilities and service lines shall be buried.
11. All construction and alterations, water systems, sewerage disposal systems, septic tanks, and drain lines shall comply with the provisions of the rules, laws and regulations as may be applicable to the subdivision and shall comply with public health standards.
12. That no trade or business of any nature shall be carried on upon any building site nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.
13. No trailer, basement, tent, shack, garage, barn or other out building (other than guest house) erected on a lot shall be used at any time as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except for a period not exceeding fifteen months, during which a permanent residence is being constructed, and except further that a trailer or camper belonging to a transient guest may be used as a temporary residence for not over a thirty (30) day period in any twelve months.



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

