
DECLARATION OF RESTRICTIVE COVENANT

JHHR Holdings I LLC, a Wyoming limited liability company (the “Declarant”) executes this DECLARATION OF RESTRICTIVE COVENANT (this “Declaration”) to be effective as of the date this instrument is recorded in the land records of Teton County, Wyoming (the “Effective Date”).

RECITALS

WHEREAS, Declarant owns 74 acres of real property located in Teton County, Wyoming that is legally described on Exhibit A attached hereto and by this reference incorporated herein (the “Property”); and

WHEREAS, Declarant desires to restrict the development of the Property for housing for Teton County workers in the event the Property is rezoned from Rural-1 (R-1) to Auto Urban Residential – Teton County (AR-TC) Zone pursuant to Declarant’s application for a Zoning Map Amendment (ZMA2020-0002) (the “Zoning Map Amendment”).

DECLARATION

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if set forth in their entirety below, Declarant hereby declares that the Property shall be held, sold, transferred, conveyed and occupied subject to the following covenants, conditions and restrictions hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest in the Property and inure to the benefit of each owner of any part thereof:

1. **Housing for Teton County Workers.** The Property may be developed only as a residential subdivision with a minimum of sixty five percent (65%) of the “Total Lots” deed restricted for ownership or occupancy by Teton County workers. “Total Lots” as used herein shall mean the total number of lots set forth in the approved Sketch Plan(s) for the Property, as the same may be amended from time to time in accordance with the Teton County Land Development Regulations then in effect (the “Sketch Plan”). Notwithstanding anything herein to the contrary, nothing in this Declaration shall prohibit the agricultural use of the Property.

2. **Real Covenants.** All covenants, conditions, and restrictions granted, created, reserved or declared by this Declaration shall be covenants appurtenant to the Property, running with the land and binding upon all parties owning any right, title and interest in the Property or any part thereof and their heirs, successors and assigns. Declarant, as the current owner of fee simple title to the Property, expressly intends to and by the recording of this Declaration in the Office of the Clerk of Teton County, Wyoming, does hereby subject the Property to the provisions of this Declaration.

3. **Duration.** The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Office of the Clerk of Teton County, Wyoming and shall remain in full force and effect thereafter for a period of ten (10) years from the Effective Date; *provided, however*, that:

GRANTOR: JHHR HOLDINGS I LLC
GRANTEE: THE PUBLIC
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Maureen Murphy Teton County Clerk fees: 21.00
By Vicki Carpenter Deputy Clerk

a. If the Zoning Map Amendment is not approved by December 31, 2020, or if the Zoning Map Amendment Application is withdrawn by the Declarant, at Declarant's option, and without the requirement of consent or approval of any other party, this Declaration may be terminated by Declarant's recordation of a Notice of Termination with the Office of the County Clerk, Teton County, Wyoming vacating and releasing this Declaration;

b. If the Zoning Map Amendment is approved but Sketch Plan approval for the Total Lots is not obtained prior to the two-year anniversary of the Effective Date, at Declarant's option, and without the requirement of consent or approval of any other party, this Declaration may be terminated by Declarant's recordation of a Notice of Termination; or

c. If the Zoning Map Amendment is approved and Sketch Plan for the rezoned Property is approved, but the Subdivision Plat creating the Total Lots is not approved prior to the three-year anniversary of the Effective Date, at Declarant's option, and without the requirement of consent or approval of any other party, this Declaration may be terminated by Declarant's recordation of a Notice of Termination.

And further provided that notwithstanding anything herein to the contrary, if the Zoning Map Amendment is approved, the Sketch Plan is approved and the Subdivision Plat is approved all within the time periods set forth in (a), (b) and (c) above, this Declaration shall remain in full force and effect for successive ten (10) year periods until such time that sixty five percent (65%) of the Total Lots are deed restricted as required by Section 1 above.

4. **Enforcement.** Declarant, or its specific assignee(s) (such specific assignment shall be properly recorded in the Office of the Clerk of Teton County, Wyoming as a condition to its effectiveness), shall have the right to enforce, by any proceeding in equity or at law, this Declaration. The Board of County Commissioners of Teton County shall also have the right to enforce, by any proceeding in equity or at law, this Declaration.

5. **Construction.** Any recitals in this Declaration are represented to be accurate and constitute a part of the substantive agreement. This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue for any disagreement hereunder is in Teton County, Wyoming.

6. **Severability.** If one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

DECLARANT:

JHHR Holdings I LLC,
a Wyoming limited liability company

By: 
Robert L. Gill, President

STATE OF WYOMING)
)ss
COUNTY OF TETON)

The foregoing Declaration of Restrictive Covenant was acknowledged before me on Aug. 3, 2020 by Robert L. Gill as the President of JHHR Holdings I LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.




Notary Public
My commission expires: 4/30/2022

EXHIBIT A

**Revised Hereford Ranch
Tract 1**

A Tract of land in G.L.O. Lot 6, (the NW¼ SW¼) and in G.L.O. Lot 5, (the SW¼ NW¼), of Section 6, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, said Tract of Land being more particularly described as follows:

All of said G.L.O. Lot 6, and that portion G.L.O. Lot 5 southerly of that boundary established by Boundary Line Agreement, described and recorded in Book 145P, 172-181 in the Office of the Teton County Clerk, excepting therefrom that 3.01-acre parcel of the land shown as Parcel "A" on that Map to accompany Lot Division Application for Robert Bruce Porter Trust recorded as Map T-313-A

Said Tract of Land contains 37 acres, more or less, together with and subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record

As shown on the Map of Survey titled "Robert Bruce Porter Trust, Upper Ranch, Revised Tracts", to be filed concurrently with this description

**Revised Hereford Ranch
Tract 10**

A Tract of land in the SE¼ SW¼ and in G.L.O. Lot 7, (the SW¼ SW¼), of Section 6, Township 40 North, Range 116 West, 6th P.M., Teton County, Wyoming, said Tract of Land being more particularly described as follows

All of G.L.O. Lot 7, (the SW¼ SW¼), and the westerly ½ of the SE¼ SW¼ of said Section 6

Said G.L.O. Lot 7 being described and recorded as Hereford Ranch Tract 10 in Book 260 of Photos, page 1045-1059 and said SE¼ SW¼ described and recorded as Hereford Ranch Tract 9, in Book 260 of Photos, page 1060-1073

Said Revised Tract of Land contains 60 acres, more or less, together with and subject to any easements, rights-of-way, reservations or restrictions of sight and/or of record

As shown on the Map of Survey titled "Robert Bruce Porter Trust, Upper Ranch, Revised Tracts", to be filed concurrently with this description