



AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RIVER HOLLOW HOMEOWNERS ASSOCIATION, INC.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective this 28th day of July, 2014, by all the members of the River Hollow Home Owners Association, Inc. pursuant to the terms of the original declaration as referenced below. Whereas PC DEVELOPMENT, a Wyoming General Partnership, Earl Edward Hardeman, Howard G. Hardeman, Helen Hardeman Robertson, Eliza Maria Hardeman Stilson, and Marie Hardeman Stilson Family Limited Partnership, the former owners or beneficial owners of Lots 1 through 15 of RIVER HOLLOW in accordance with the plat filed for record in the office of the Clerk of Teton County, Wyoming, which shall hereinafter be referred to as the "Property" filed that Declaration of Covenants, Conditions and Restrictions for River Hollow on December 8th of 1990 in Book 231 of Photo, Pages 442-471, Number 303917. Whereas the Property contains significant wildlife habitat and is of high scenic and natural value, and the Association is adopting the following Amended and Restated Declaration of Covenants, Conditions and Restrictions to preserve and maintain the natural character and value of the Property for the benefit of all owners of the Property or any part thereof.

NOW, Therefore, the Association hereby declares that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner of any part thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to RIVER HOLLOW HOMEOWNERS ASSOCIATION, a Wyoming Non-Profit Corporation, and its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association, the non-profit corporation established to administer and enforce the terms and conditions of this Declaration as set forth herein.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of certain of the lot Owners. The Common Area shall be Lots 13, 14, and 15, or portions thereof as described on the subdivision plat to be owned by the Association, as well as the Common Roads, any other area designated as Common Area on the subdivision plat, and any easements for which the Association is a beneficiary.

Section 4. "Common Roads" shall mean the private roadways and bridges within the Property which provide access to individual lot lines. Also defined as shared access roads.

Section 5. “Common Services” shall mean the roadway maintenance and snow removal services for the common roads and shared access road, utility line maintenance and repair services for utility lines located in the rights-of-way of such roads and landscape maintenance of Common Area and Open Space Easement Areas, water inlets and culverts coming into the subdivision.

Section 6. “Development” shall mean any alterations of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot. Development shall include landscaping except for what would be considered minor landscaping features such as flowers, and small shrubs and bushes.

Section 7. “Open Space Easement Areas” shall mean areas on a lot as identified on the subdivision plat containing roads, driveways, utilities, waterways, plantings, and natural areas subject to common services designed for the mutual enjoyment of all owners.

Section 8. “Lot” shall mean and refer to any of the single family residential plots of land described above and shown upon that certain recorded subdivision plat of the Property filed in the Office of the Teton County Clerk.

Section 9. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. “Principal Residence” shall mean the single family residential structure, constructed on any lot of the Property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

Section 11. “Property” shall mean and refer to that certain real property known as RIVER HOLLOW, in accordance with the Plat filed for record in the office of the Clerk of Teton County, Wyoming, concurrently with this declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. “Shared Access Road” shall mean the private roadway which provides access from Green Lane to the boundary lines of the Property also defined as Common Roads.

Section 13. “Structure” shall mean anything built or placed on the ground, excluding fences and ground level features such as pathways or low profile patios contiguous to homes.

Section 14. “River Hollow” shall mean and refer to the subdivision or development known as RIVER HOLLOW.

Section 15. “Articles” shall mean Articles of Incorporation for River Hollow Homeowners Association, a Nonprofit Corporation filed 10/07/2005, CID: 2005-0050-787, Wyoming Secretary of State.

Section 16. "Bylaws" shall mean Restated Bylaws of River Hollow Homeowners Association filed for record with Teton County on July 26, 2013.

ARTICLE II – PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to charge reasonable assessments for the use and maintenance of the Common Area as hereinafter set forth.
- b. The right of the Association to establish rules and regulations, including speed limits, for the use of the Common Area and to impose reasonable sanctions for violations of published rules and regulations.
- c. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of the Association of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership. Every Owner of a lot shall be a member of the Association, and no Owner shall have more than one membership in the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have one class of voting membership. The members shall be all Owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In the event multiple Owners of a single lot cannot come to a majority decision on an issue this vote shall be counted as an abstention.

Section 3. Power and Duties of the Association.

- a. Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Wyoming subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this

Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Wyoming law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets and affairs and the performance of the other responsibilities herein assigned, including without limitation:

1. *Assessments.* The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.
2. *Right of Enforcement.* The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.
3. *Delegation of Powers.* The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.
4. *Association Rules.* The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable, including assessment of fines and penalties for violation of this Declaration which may be assessed as a lien against a Lot. The Association may govern the use of the Common Area, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.
5. *Emergency Powers.* The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

6. *Licenses, Easements, and Rights-of-Way.* The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:
 - i. Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services, public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and
 - ii. Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.
 - iii. Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.
7. *Duties.* In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the duties contained herein.
8. *Operation and Maintenance of the Common Area.* Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the Subdivision.
9. *Reserve Account.* Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Wyoming, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.
10. *Maintenance of Berms, Retaining Walls, Bridges, and Fences.* Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area.

11. *Water and Other Utilities.* Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Property all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise.
 12. *Insurance.* Obtain insurance from reputable insurance companies authorized to do business in the State of Wyoming, and maintain in effect any insurance policy the Board deems necessary or advisable. The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
 13. *Rule Making.* Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.
 14. *Enforcement of Restrictions and Rules.* Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Teton County Recorder, as more fully provided herein.
- b. **Budgets and Financial Statements.** Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon request to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for the last fiscal year.

ARTICLE IV
STATUS OF OWNERS; BOARD OF DIRECTORS

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, through the Board of Directors or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the charter, the bylaws or by applicable law.

Section 2. Management of Association and Property. The management and maintenance of the Property and the business, property and affairs of the Association shall be managed by a Board of Directors as provided in this Declaration and its articles and bylaws. All agreements and

determinations with respect to the Property lawfully made or entered into by the Board of Directors shall be binding upon all of the Owners and their successors and assigns.

Section 3. Board of Directors of the Association. The Board of Directors (the "Board") of the Association shall consist of five (5) members, or such number as may be approved by the members in accordance with the Articles and Bylaws. The Board shall be elected in accordance with the provisions set forth in the Association Bylaws. There may be only one Board member from each lot.

Section 4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be as set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time.

Section 5. Limited Liability of Board of Directors, etc. Members of the Board and any member of any committee of the Association, or any officer of the Association, or the manager and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

- a. shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
- b. shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;
- c. shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith.
- d. shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these covenants and agrees to pay to the Association:

- a. Annual assessments or charges (payable in installments as required by the Board); and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent

Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property and for the improvement and maintenance of the Common Area, to include road maintenance and utility line maintenance, landscape maintenance, Association management fees, mailing costs and other related expenses incurred on behalf of the Association.

Section 3. Annual Budget Assessment. The Board shall prepare an annual budget estimate for Common Services and administration of the Association and fix the amount of the Annual Assessment based upon its estimate. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each Annual Assessment period.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, file a written lien against the Property, or foreclose the lien against the property. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment or sale of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or purchase contract. Sale or transfer of any lot shall not affect the assessment lien.

Section 9. Common Area Assessment. There shall be set aside not less than ten percent (10%) of the regular annual assessment for the sole purpose of maintaining the Common Area and Open Space Easement Areas as approved by the Association. The Association shall have the obligation of the clearing bushes and shrubs and the limbing of trees at the intersection of River Hollow Drive and Green Lane for the purpose of improving and/or maintaining the sight distance. Fences between the Property and adjoining agricultural uses shall be maintained by the Association.

ARTICLE VI – ARCHITECTUAL STANDARDS

Section 1. Site Committee; Organization. There shall be a Site Committee which shall consist of members as appointed by the Board of Directors of the Association. The length of term of their service shall be set by the Board and may be extended or terminated at the Board's sole discretion.

Section 2. Site Committee: Duties. It shall be the duty of the Site Committee to consider and act upon such proposals for Development plans submitted to it from time to time, and to perform such other duties from time to time delegated to it by the River Hollow Covenants. No Development will be permitted without Site Committee approval.

Section 3. Site Committee: Meetings; Action; Expenses. The Site Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the site committee shall constitute an act by the Site Committee unless the unanimous decision of its members is otherwise required by the River Hollow Covenants. The Site Committee shall keep and maintain a record of all action from time to time taken by the Site Committee at such meetings or otherwise. Unless authorized by the Association, the members of the Site Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the

Section 4. Non-Waiver. The approval by the Site Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Site Committee under the River Hollow Covenants, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 5. Estoppel Certificate. Within thirty (30) days after written demand therefore is delivered to the Site Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the site committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any lot of said Owner, that as the date thereof that either (a) such lot is in compliance with this Declaration, or (b) such lot is not in compliance with this Declaration and stating with specificity why the lot is non-compliant.

Section 6. Liability. Neither the Site Committee nor any member thereof shall be liable to the Association or to any Owner or project committee for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development, of any property within River Hollow; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Site Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Site Committee.

Section 7. Appeals. If a homeowner is not happy with a Site Committee decision, the Homeowner may appeal the decision to the Board of Directors of the Homeowners Association. If still not satisfied with the Board's decision, the homeowner has 45 days from the Board of Director's decision to appeal it by requesting a vote from all River Hollow Homeowners. Said application for a

vote of all Homeowners must be submitted through the Property Manager who will make sure all sides of the argument are thoroughly documented and all information is thoroughly and timely communicated to each Homeowner for a vote. Property Manager will be responsible for collecting, tallying and communicating the result of the vote and final decision.

ARTICLE VII – DESIGN STANDARDS

Section 1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all development and site preparation upon each lot.

Section 2. Design Character.

- a. All Development shall be of new construction. Prebuilt, component, or modular construction shall not be allowed.
- b. Exterior materials shall be new materials; reclaimed/repurposed materials can be used provided such materials are approved by the site Committee.
- c. Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clean non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.
- d. Exterior colors shall be subdued and primarily earth tones. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be fully described either with photos or samples to the Site Committee for approval.

Section 3. Building Design.

- a. Maximum structures allowed. Not more than three (3) structures shall be erected on any Lot, one of which must be a single family residential structure. Not more than one single family residential structure shall be constructed on any Lot. Additional structures such as a detached guest house, garage facilities and associated outbuildings, not to exceed a total of two (2) such structures in addition to the primary residential structure may be permitted and only if they are of similar design character to the principal residence.
- b. The minimum floor area of any single family residence shall be not less than 2,500 square feet, exclusive of a garage, carport or unenclosed porches or decks and a maximum floor area of 8,000 square feet. Each principal residential structure shall have as a minimum an attached or detached two-car garage. Guest house shall comply with the requirements of the Teton County Comprehensive Plan as it shall exist from time to time.
- c. The maximum building height of any structure shall not exceed 30 feet. All heights shall be measured at any cross section of the structure from undisturbed original grade to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but not including solar collectors, shall not be excluded in determining the maximum height.

- d. Primary roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have a minimum overhang of two feet. Solar collectors shall not be considered to be roofs. Roofs shall consist of shakes or shingles, slate or standing seam or Corten metal. Colors must be natural and subdued.
- e. Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of 8” above finished grade, unless approved by the Site Committee.
- f. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the Site Committee.

Section 4. Site Design.

- a. Building envelopes for each residential Lot are designated on a map held and maintained by the Site Committee. No structure may be constructed or placed outside of the building envelope with the exception of necessary and approved driveway, without the approval of the Board of Directors and after consultation with the owners of the immediately adjacent lots. Building envelopes may be relocated only with the written approval of the Board and the owners of the immediately adjacent lots.
- b. Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten feet a minimum fall of six inches in ten feet shall be provided at the perimeter of all buildings which have impervious surfaces and one inch in ten feet for impervious surfaces. The entire site shall have positive drainage to common open space or right-of-way and shall utilize swales as required.
- c. Landscaping for new construction A landscape plan shall be provided to the Site Committee along with Architectural drawings and will be part of the review process.
- d. Fencing shall comply with the following requirements: No boundary fences around the exterior lot lines of any lot or around the perimeter of any building envelope shall be permitted. The following are the only fences permitted on any lot, which shall be within the building envelope:
 - 1. Privacy fences shall be permitted immediately adjacent and contiguous to structures, provided that the construction and location shall have been approved by the Site Committee;
 - 2. Fences around tennis courts or swimming pools are permitted provided that the size and construction type shall have been approved by the Site Committee; and
 - 3. A dog run shall be permitted provided that the size, construction and location shall have been approved by the Site Committee.

Exterior lighting fixtures shall not cause glare to any adjacent lot. All exterior lighting must be in compliance with Teton County Building Codes.

- e. Utilities shall be installed underground. No antenna or satellite dish shall be installed on any structure or lot so that it is visible from any other lot and there shall be no visible roof antenna.

ARTICLE VIII
LAND CLASSIFICATIONS, USES AND RESTRICTIVE COVENANTS

Section 1. Land Classifications. All land within River Hollow has been classified into the following areas:

- a. Residential;
- b. Common area;

Section 2. General Restrictions. The following general restrictions shall apply to all land, regardless of classification:

- a. No Development shall be erected, placed, done or permitted to remain on any structure, lot or tract until the plans, specifications and exterior material samples and color selections therefore and landscape plan have been approved in writing and a building permit has been issued by the Site Committee. Maintenance of existing finishes with no changes is permissible without approval. Plans for new buildings or improvement of existing structures shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, a site plan and landscape plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. The landscape plan shall show tree and shrub plantings, lawn areas, areas to be irrigated, berming, and other features. Specifications shall describe all exterior finishes.
- b. The sum of one hundred and no/100-----DOLLARS (\$100.00) for each residential lot shall be submitted and immediately deposited into a River Hollow Homeowners Association designated bank account, along with the proposed building, site or alteration plans to the site committee to cover the expenses of reviewing said plans. Said amount may be increased from time to time by the Site Committee rules.
- c. Five copies of any proposed plans and related data shall be furnished to the Site Committee, one of which may be retained by the Site Committee for its records. Any approval given by the Site Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purpose other than the authority for the person submitting the plan to commence construction.

- d. Before the Site Committee grants approval to an Owner for a proposed Development, the Owner shall be required to deposit with the Site Committee a Damage and Performance Deposit, in an amount to be determined by the Site Committee in its reasonable discretion based upon the nature and scope of the proposed Development, in order to guarantee (i) the completion of the proposed Development in accordance with the Site Committee's approval thereof and this Declaration, (ii) the repair of any on-site or off-site damage caused by the Owner or its contractors or agents during the construction period, and (iii) the cleanup of any construction debris required by the Board. The Site Committee shall give the Owner written notice of (a) any violation of the approvals or the Site Committee Rules, or (b) any damage that needs to be repaired, and in the event the Owner fails to cure the violation or repair the damage within thirty (30) days following date such notice is given, the Site Committee shall have the right to perform such cure or repair on behalf of the Owner and to apply so much of the Damage and Performance Deposit as may be needed to pay for the cost thereof. The Damage and Performance Deposit, or any balance remaining if the Site Committee has used all or a portion thereof as above permitted, shall be refunded to the Owner no later than thirty (30) days following the issuance to the Owner by the Site Committee of a Certificate of Compliance in accordance with the provisions below.
- e. Following the approval of any proposed Development by the Site Committee, the proposed Development shall be completed by the Owner: (a) as promptly and diligently as possible but in no event in excess of the time periods set forth below; (b) in compliance with the Site Committee Rules and with all applicable laws, regulations and codes, (c) in strict conformance with all plans and specifications and other materials presented to and approved by the Site Committee; and (d) in accordance with any and all conditions imposed by the Site Committee. All Development approved by the Site Committee shall be completed, including issuance of a Certificate of Compliance and the removal of all construction equipment, materials and debris (i) within twenty-four (24) months from the date of approval of such Development by the Site Committee, or (ii) within such other time period as the Site Committee may prescribe. Provided, however, that any and landscaping and/or gardening approved by the Site Committee which is related to the initial construction of a residence on a Lot shall be completed no later than six (6) months immediately following the issuance of the Certificate of Compliance for such residence. Failure to comply with the terms and conditions of this Section shall constitute noncompliance with the terms and provisions of this Declaration and the Site Committee and/or the Board shall have the right to invoke all rights and remedies provided to them hereunder, including but not limited to, the imposition of fines and penalties.
- f. Any member or authorized consultant of the Site Committee, or any authorized officer, employee or agent of the Board, may (but shall not be obligated to) at any reasonable time enter, without being deemed guilty of trespass, upon any Lot after reasonable notice to the Owner, in order to inspect any Development to ascertain whether such Development has been or is being built or changed in compliance with the Site Committee Rules, the approvals granted by the Site Committee, and this Declaration.
- g. Certificate of Compliance; Inspection of Work; Correction of Defects.

1. Upon the completion of any Development (excepting the related landscaping) for which plans and specifications have been approved by the Site Committee, the Owner or the builder shall submit to the Site Committee a written application for a Certificate of Compliance, on a form to be provided by the Site Committee, which application shall certify that the Development has been completed in accordance with the approvals granted by the Site Committee and with the Site Committee Rules. Until receipt of such application, the Site Committee shall not be deemed to have any notice regarding completion of the Development.
2. Within twenty-one (21) days following receipt of the application, the Site Committee or its duly authorized representative shall inspect the Development. If the Site Committee finds that the Development has not been completed in accordance with the approvals granted by the Site Committee and/or with the Site Committee Rules, it shall notify the Owner in writing of such noncompliance within said twenty-one (21) day period, specifying the particulars of noncompliance, and shall request the Owner to remedy the same.
3. If upon the expiration of thirty (30) days from the date of such notification of noncompliance the Owner shall have failed to remedy such noncompliance, the Site Committee shall notify the Board in writing of such failure. The Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of the announcement of the ruling. If the Owner does not comply with the ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses, including interest on monies expended and attorneys' fees incurred in connection therewith. If such expenses are not repaid by the Owner to the Association within thirty (30) days following delivery of a written demand therefore to the Owner, the Association shall levy a reimbursement Assessment against such Owner and the Owner's Lot.
4. When the Site Committee is satisfied that the Development has been completed in accordance with the approvals granted by the Site Committee and with the Site Committee Rules, it shall issue to the Owner a Certificate of Compliance with respect to said Development. No newly-constructed residence on a Lot shall be occupied until a Certificate of Compliance has been issued therefore and a Certificate of Occupancy as required by the County of Teton has been issued therefore.

Section 3. Residential Area; Uses; Restrictions.

- a. Each residential lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence; provided, however, that nothing in this subparagraph (a) shall be deemed to prevent:
 1. Construction of a guest house following the completion of the principal residence in accordance with these Covenants and Teton County building regulations.

2. Any artist, artisan or craftsman from pursuing his artistic calling upon the lot of dwelling unit owned by such artisan if such artist, artisan or craftsman also used such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product or work or art for sale to the public upon such lot or dwelling unit.
 3. The rental of a guest house and, or a main house is governed by the rules and regulations of Teton County that are in effect as of July 28, 2014. Homeowners are responsible for checking with the County for current policies and must abide by them.
- b. Each residential lot, and any and all improvements from time to time located thereon, shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such Owner's sole cost and expense.
 - c. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their lots, or in their enjoyment of common areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in River Hollow are entitled to the reasonable enjoyment of the natural benefits and surroundings of River Hollow. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and Development located thereon, shall be placed or used upon any lot. No domestic animals or fowl shall be maintained on any lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Horses shall not be permitted to be kept or maintained on any lot. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that pets are a nuisance to other Owners, or that an Owner is otherwise in violation of this Section and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Board may require the owner of a pet that barks or howls excessively, or of a pet with other offensive habits, to confine such animal indoors.
 - d. No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any lot, except:
 1. Such signs as may be required by legal proceedings;
 2. Standard residential identification signs to be placed in common areas associated with each living unit area, as the home Owners within that area determine appropriate and feasible.
 3. Standard real estate signs used for the sale and marketing of homes so long as they are not deemed inappropriate by the Board.

- e. No house trailer, mobile home, or similar facility or structure shall be kept, placed or maintained upon any lot at any time; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefore and approved by the Site Committee.
- f. No homeowner shall permanently maintain any recreational vehicle (to include RV's, campers, boats or large trailers) or any landscape equipment (to include snowplows) on any lot in such a manner as to be clearly and conspicuously visible from neighboring property.
- g. No accessory structure, buildings, guest house, garages or sheds shall be constructed, placed or maintained upon any lot prior to the construction of the main structure of the residence.
- h. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector.

Exterior fires to burn deadfall and other organic matter should be only occasional, after a rainfall if possible and in accordance with all Teton County regulations, e.g. prior registration of every burn, water available at the burn site, a person supervising at all times, etc.. Barbeque fires will be contained within barbeque receptacles, approved outdoor fireplaces and fire pits.

- i. The Board shall have full power and authority to regulate the use of roadways by imposing and enforcing speed limits and other regulations. Parking vehicles on common roads is prohibited without prior approval by president of board of directors.
- j. Each residential building shall provide its own water supply system and such system shall conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.
- k. Each residential building shall provide its own sewage disposal system at the Owner's sole expense; such sewage disposal system shall conform to all applicable standards of the State of Wyoming, Teton county or other regulatory agency. No outdoor toilets shall be permitted, except for during construction.
- l. The common roads on the Property shall be private roads at all times, and each lot Owner shall be responsible for an equal portion of the snow removal and maintenance cost for said roads. Bushes and shrubs shall be cleared and large trees limbed within the road and highway rights-of-way to improve sight distance, with related costs being common costs.

- m. No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel (except for the occasional removal of sand and gravel from Lot 14 by the Hardeman Family as described in Article X Section 6) provided that excavation for landscape purposes may be permitted with the prior written approval of the Site Committee.
- n. Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the board. Because the timing for effective control of noxious weeds is very critical, if a lot Owner fails to respond immediately to a written request for weed control from the Site Committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the Owner of a lot treated for noxious weed control shall pay all costs incurred by the Board.
- o. There are no irrigation ditches located on the Property. However, there are free-flowing seasonal waterways. It is essential to keep these waterways flowing freely, to avoid flooding problems caused by blockage. The Owner of any lot upon which any waterway is located shall not take any action to plug or impede the flow of such waterway. If possible, the Owner of any such lot shall clean out any debris which collects in the waterway located on such lot. Any such lot Owner shall promptly notify the Board of any animals such as beaver who are plugging a waterway so that the Site Committee can take necessary control actions. No pesticides or other noxious or dangerous chemicals shall be put into or allowed to enter waterways.
- p. Owners shall not obstruct Common Areas. Owners shall not place or store anything within the Common Areas without the prior written consent of the Board or its designee, except in a facility specifically designated or approved for such storage.
- q. The discharge of firearms or fireworks and all hunting is forbidden.
- r. No motorized vehicles shall be operated in any lot for recreational purposes. Snowmobiles, motorcycles or similar vehicles may be used for access to and from residential structures. The approval of the Board for access use may be terminated if such vehicles are not strictly limited to access use.

ARTICLE IX
ADDITIONAL COVENANTS – WILDLIFE AND WETLANDS

Section 1. Wetlands Protection. The River Hollow site and access roads have been designed to be sensitive to naturally occurring streams, ponds, aquatic sites, and wetlands. Such wetlands have been mapped and delineated in the report entitled “Wetlands Delineation for Hardeman 85 Acre Property” prepared by the consulting firm of Headwaters Ecology, Wilson, Wyoming, and were used to located roads and building sites to minimize environmental impacts and to preserve the natural integrity of the property. The Site Committee will review all proposed construction and land use proposals on the properties to assure that wetlands which are mapped in the

delineation reports are protected. The following covenants are based on the fundamental precept that dredged or fill material should not be discharged into the aquatic ecosystem.

- a. Permanent Standing or Permanently or Seasonally Flowing Water. Owners proposing an activity which would have the effect of reducing the reach or changing the bottom elevation of delineated wetlands by filling shall furnish proof to the Site Committee that Section 404 of the Clean Water Act has been fully complied with (such compliance normally takes the form of a letter of permission, a nation-wide permit or an individual permit issued by the District Engineer of the US Army Corps of Engineers authorizing the filling of wetlands). Notwithstanding the owner's compliance with the above federal program, the Site Committee shall not approve proposed activities which involve the discharge of dredge or fill material into any water body on the property which consists of permanent standing water or permanently or seasonally flowing water.
- b. Seasonally Inundated Wetlands, or Wetlands not Inundated. For proposed activities which may affect seasonally inundated wetlands or wetlands not inundated, but seasonally saturated with groundwater, the owner shall first furnish proof that the requisite Section 404 permissions have been obtained. Notwithstanding federal approval of the activity, the Site Committee shall not approve the activity unless it can be determined that the activity will not have a significant adverse impact on wetland values either individually or in combination with known and/or probable impacts of other proposed or approved activities of which the Site Committee is aware.

Section 2. Wildlife Protection. The property contains significant wildlife values and the purpose of this section is to provide guidelines to aid in the protection and preservation of such values.

- a. Agricultural Practices. There shall be no agricultural activities carried on any lot including but not limited to the growing of crops or raising of livestock.
- b. Fencing. Perimeter fences around individual lots are prohibited.
- c. Landscaping.
 1. *Non-native plants.* Introduction of non-native plant species which might compete with or harm native species and result in their decline is prohibited except where it is shown that such introduction can improve or prevent undue damage to the natural environment. The planting of ornamental (non-native) woody or shrubby vegetation for landscape purposes is discouraged in order to reduce the likelihood of human-wildlife encounters.
 2. *Clearing/Cutting of Trees/Vegetation.* No destruction, removal, or alteration of living vegetation shall be permitted unless previously approved by the Site Committee.
- d. Animal Control.
 1. *Non-native Animal Species.* Introduction into the wild of any non-native animal species which might compete with or harm native species and result in their decline is prohibited. This includes domestic waterfowl in common or private aquatic areas

because they have been proven to be very aggressive towards native waterfowl species.

2. *Taking of Wildlife.* The taking or attempting to take (hunting) of any and all wildlife species by any means including but not limited to firearms, archery or trapping within the property is prohibited except for the catching and keeping of fish, and the control of individual animals known to be causing unacceptable damage to property (e.g. a beaver damming an irrigation ditch or a porcupine identified as girdling planted trees).
3. *Domestic Pets.* Domestic pets, including cats, shall not be allowed to roam free.
4. *Human/Wildlife Confrontations.* Residents and guests on the property shall not harass wildlife and should avoid areas of wildlife concentration. Use of specific trails is encouraged where applicable. Loud, offensive, or other behavior which harasses or frightens wildlife in common areas or common access and utility easement areas is prohibited. Indiscriminate use and disturbance of wildlife refuge is discouraged.
5. *Artificial Feeding.* Artificial feeding of moose, deer, and elk anywhere on the property is prohibited, with the exception of salt licks. Artificial feeding tends to “short-stop” wildlife in route to natural winter ranges and causes them to rely on humans when it is not necessary.

e. Construction/Development.

1. *Roads.* Construction of any roads except in association with specified residential activities is prohibited.
2. *Excavation.* Filling, excavating, dredging, mining, drilling or removing of topsoil, sand, gravel, rock, minerals, or other material or other changes in topography is prohibited except as provided for elsewhere in these covenants.
3. *Structures.* Care should be taken during construction of any structure to protect any nearby vegetation or trees. Where necessary, trees should be wrapped or protected by other means to prevent damage.
4. *Wildlife Habitat Enhancement.* Wildlife habitat improvements and enhancements are controlled by the Site Committee. Such activities would include pond excavation for waterfowl and fish, stream improvements for fisheries, and creation of waterfowl nesting habitat. Guidelines for aquatic enhancements depicting appropriate activities shall be developed by a knowledgeable professional and submitted to the Site Committee for approval. Any activities of this shall be coordinated with the Wyoming Game and Fish Department and the US Corps of Engineers if applicable.
5. *Chemicals.* The use of chemical herbicides and pesticides is prohibited except for controlling noxious weeds. Only approved herbicides should be used and Teton County Weed & Pest should be consulted before applying chemicals to sensitive areas.

Section 3 - Non-Consumptive Wildlife Habitat Improvement Water. The Association has allowed for the introduction of water from the Snake River via the River Springs Subdivision to improve wildlife habitat on the property by stabilizing the water flows and furnishing additional

volumes of water when needed. Such water would provide additional habitat for waterfowl and other aquatic and semi-aquatic species of vegetation and wildlife.

The Board shall have jurisdiction over the maintenance of such water flow and shall enlist the aid of competent professionals in making of proper adjustments thereto. The Board, in conjunction with the Board of the River Springs Owners Association, shall designate an individual who is responsible for the day-to-day maintenance, oversight, and adjustment of this water source. The Boards shall also make provision within the Budgets for the normal maintenance and upkeep of the structure on the Snake River and any structure appurtenant thereto. The Board shall also be authorized on behalf of the Owners to work and deal with other recipients of water which are not located within the Property.

ARTICLE X

ADDITIONAL COVENANTS – COMMON AREA/OPEN SPACE EASEMENT AREAS/SNAKE RIVER LEVEE ACCESS

Section 1. Use of Common Area and Miscellaneous Areas. No property Owner shall have the right to occupy or possess any of the Common Area by reason of owning a lot in River Hollow

Section 2. Common Area. The common area consisting of Lot 13, Lot 14, and Lot 15 as shown on the plat map, contains significant wildlife habitat, and is of high scenic and natural values. Such land is for the enjoyment, access, and use by each lot owner and may not be developed...

Section 3. Open Space Easement Areas. Access to open space easement areas as shown on the plat map of the property shall be permitted to all lot owners and their guests except that no access shall be permitted to the open space easements on Lots 1, 2, 3 and 4 bordering State Highway 22 except as permitted with Board approval.

Section 4. Access to Lot 14 and the Snake River Levee. The Owners and their guests shall have the right to access Lot 14 and the Snake River Levee for recreational use through the open space easement areas and the pedestrian easement located between Lots 5 and 6. The Snake River Levee is subject to a maintenance easement in favor of Teton County. The levee is also subject to a public recreational easement in favor of the Federal Government. Such access shall be limited to the levee system from the water line to the western edge of the top of the dike system. The recreational use permitted therein shall be limited to walking, boating, rafting, skiing, horseback riding, fishing and bicycle use. Mining, use of firearms, hunting, construction of facilities/structures, overnight camping or fires are expressly not allowed.

ARTICLE XI – GENERAL PROVISIONS

Section 1. Lot Splitting; Consolidation.

- a. Two or more contiguous lots within River Hollow may be combined, provided notice of intention to consolidate such lots is filed with the Board of Directors. Such consolidated lots may thereafter be treated as one building site, and such site may be subjected to these

restrictions the same as a single lot except for the purpose of levying and collecting assessments and voting.

- b. No residential lot within River Hollow shall be split or divided or subdivide, however boundary line adjustments are permitted so long as the resulting lots shall be larger than one lot.

Section 2. Condemnation on Common Area. If at any time, or from time to time, all or any portion of common area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into either the operating fund or the development fund as the Association may, in its sole discretion, determine. No Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party. Or otherwise, in any proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interests of all Owners; provided, however, that the portion of any award relating to Development which constitute a private recreation facility shall be divided equally among the Owners who, at the time of such taking, are permitted users of such facility.

Section 3. Notices; Documents; Delivery. Any notice or other document permitted or required by the River Hollow Covenants to be delivered either personally, by mail or email. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to the Board; if to an Owner, then at any lot within River Hollow owned by the Owner; provided, however, that any such address may be changed from time to time by an Owner.

Section 4. Recreation Facilities. The Board shall have the right to construct such recreational facilities in any portion of the common area that may be approved by a majority vote of the members voting at any regular or special meeting called in accordance with the provisions of these covenants.

Section 5. General Maintenance. The maintenance, alteration, replacement and/or repair of the Common Areas shall be the responsibility of the Board. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas. The maintenance, repair and replacement of all Development on each Lot shall be the responsibility of the Owner of such Lot and not the Board, except as otherwise expressly set forth below.

Section 6. Open Space Easement Areas. To enhance the natural beauty and to protect the natural values of the Property, certain lots will contain areas referred to as "Open Space Easement Areas". These Open Space Easement Areas will contain waterways, plantings, roads, driveways and utilities, and natural areas designed for the mutual enjoyment of all owners. The Board shall be responsible for the Maintenance of such areas (except for individual driveways) and shall have access to each area from time to time during reasonable business hours as shall be necessary for said purpose.

Section 7. Access; Certain Additional Development. The Board shall have the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Area and Open Space Easement Areas

and facilities, and for making emergency repairs necessary to prevent damage to the Common Areas or to a Lot, although there shall be no affirmative duty to do so.

ARTICLE XII
ENFORCEMENT, DURATION AND AMENDMENT

Section 1. Enforcement and Non-Waiver.

- a. Right of Enforcement. Except as otherwise provided herein, any Owner shall have the right to enforce any or all of the provisions contained herein that are not specifically relegated to Board action against any property within the Property and Owners thereof.
- b. Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding only the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.
- c. Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.
- d. Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.
- e. Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.
- f. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Wyoming.
- g. Attorneys Fees. The costs of any successful action brought to enforce this Declaration shall be awarded to the prevailing party, including but not limited to attorneys fees.

Section 2. Duration of Restrictions. All of the covenants, conditions, and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 3. Amendment. This declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot Owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming.

Section 4. Annexation. Additional residential property and common area may be annexed to the Property by the Association at any time, provided only that all of such additional property and property Owners shall be subject to these Covenants. All such future filings or additional property shall utilize as its access River Hollow Drive as designated on the plat of the First Filing.

Section 5. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by the River Hollow HOA; and such remedies shall be deemed cumulative and not exclusive.

Section 6. Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or of any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired.

Section 7. No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment, for the future, of such term, covenants, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Section 8. Variances. The site committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in regard to the requirements contained in Article VII Section 4, for the purpose of enhancing views, utilizing a lot to better advantage, preventing the removal of trees, and enhancing the placement of improvements on the property, provided this may be done in conformity with the intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or building envelopes, approval shall be required from the Site Committee and the Board of Directors only after thorough consultation with the immediately adjacent lot owners. Any variances or adjustments of these conditions, covenants and restrictions granted by the site committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

In witness whereof the Owners hereby sign and adopt the foregoing AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RIVER HOLLOW HOMEOWNERS ASSOCIATION, INC.

CERTIFICATE OF SECRETARY

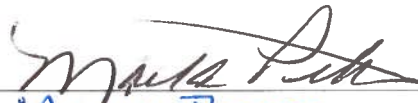
I, the undersigned, hereby certify:

1. That I am the duly elected, acting and qualified Secretary of the River Hollow Home Owners Association, Inc. (the "Association"); and

2. That the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, comprising twenty three (23) pages, were duly adopted by vote of the Owners/members of the Association.

3. That the ballots set forth below represent the requisite written signatures of the Association members in favor of the adoption of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 22nd day of September, 2014



MARLA PETERS, Secretary

**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

I am **IN FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: #1 4555 River Hollow

Signature: *Gary L. Sander*

Print: GARY L. SANDER

Sworn and subscribed before me this

the 5th day of Sept., 2014.

Merlynn K Brewer

Notary Public

My Commission expires: 4-28-18



Domestic North Wyoming Wyoming

September 2, 2014

Grand Teton Property Management

Dear,

With just one phone call, I had the attorney who drafted your amended

declarations and restated declarations of covenants, conditions and restrictions

ready to go. I have also had the amended language of the covenants, conditions and restrictions

ready to go.

If you have any questions,

please call me at 733-9033 or email me at Domestic@wyon.net

Thank you!

Kendra Judd

Grand Teton Property Management

733-9033

**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

I am **IN FAVOR** of the Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Domestic@wyon.net

Lot or River Hollow Physical address: 9

Signature: Louise Koegler

Print: Louise Koegler

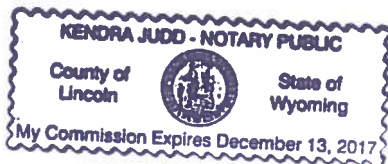
Sworn and subscribed before me this

the 4 day of Sept, 2014

K. Judd

Notary Public

My Commission expires 12.13.17



**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

X I am **IN FAVOR** of the Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

_____ I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: _____

Lot #2, River Hollow

Signature: _____

[Handwritten Signature]

Print: _____

JAC HARSIE

Sworn and subscribed before me this

the 4th day of Sept, 2014

[Handwritten Signature]

Notary Public

My Commission expires: _____

11.16.2015



RECEIVED AUG 12 2014

**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

X I am **IN FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

_____ I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: 4500 River Hollow Dr. LOT 12

Signature: Malla Peters

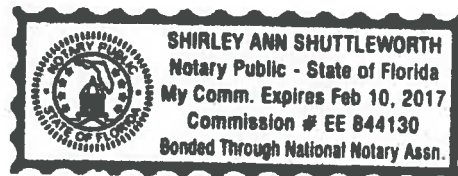
Print: MAKLA PETERS

Sworn and subscribed before me this

the 5th day of Aug, 2014.

Shirley Shuttleworth
Notary Public

My Commission expires: 2/10/17



**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

I am **IN FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: 4605 RIVER HOLLOW DR., WILSON, WY
83014

Signature: DAWN D. SHENE

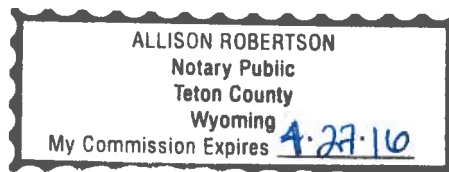
Print: DAWN D. SHENE

Sworn and subscribed before me this

the 26 day of August, 2014
[Signature]

Notary Public

My Commission expires: 4.27.2016



**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

I am **IN FAVOR** of the Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: LOT 10

Signature:  8/14/14

Print: Winslow S. Bent

Sworn and subscribed before me this

the _____ day of _____, 20__.

Notary Public

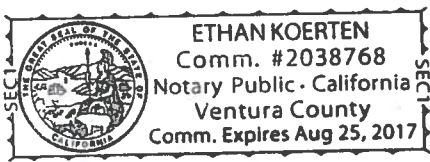
My Commission expires: _____

California Notarial
Loose Certificate
Attached

JURAT

State of California
County of VENTURA } SS.

Subscribed and sworn to (or affirmed) before me on this 14th day of AUGUST, 2014, by
WINSLOW S. BEAT, proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



[Signature]
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____
- PARTNER(S) _____ TITLE(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

BALLOT FOR PROPOSED COVENANTS
TITLE OR TYPE OF DOCUMENT

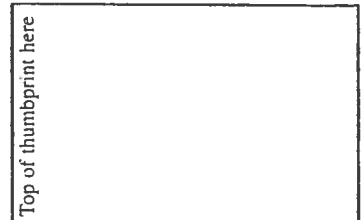
1
NUMBER OF PAGES

8/14/2014
DATE OF DOCUMENT

ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



RECEIVED AUG 07 2014

**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

X I am **IN FAVOR** of the Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

 I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: 4675 River Hollow Dr.
Wilson, WY 83014

Signature: *Arthur F. Haney*

Print: Arthur F. HANEY

Sworn and subscribed before me this

the 04 day of AUGUST, 2014

[Signature]

Notary Public

My Commission expires: 11-12-2017



**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

I am **IN FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: 7

Signature: Edward D Manion Jr

Print: Edward D Manion Jr

Sworn and subscribed before me this

the 30TH day of JULY, 2014

Krista L Gindlesperger
Notary Public

My Commission expires: May 25, 2016



**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

I am **IN FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: 4605 River Hollow Dr.
lot 5

Signature: Warren E Wall

Print: Warren E Wall

Sworn and subscribed before me this

the 30th day of July, 2014.
Jasmine M. Deshaw

Notary Public

My Commission expires: 1/25/15



**Ballot for
Proposed Amended and Restated Declarations of
Covenants, Conditions and Restrictions
River Hollow Homeowners Association, Inc.**

X I am **IN FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc *

 I am **NOT in FAVOR** of the Proposed Amended and Restated Declarations of Covenants, Conditions and Restrictions River Hollow Homeowners Association, Inc

We respectfully request your completion and submittal of your notarized ballot to:

Grand Teton Property Management
PO Box 2282
Jackson, WY 83001

Fax: 733-9033

Dnorthrop@wyom.net

Lot or River Hollow Physical address: 4625 River Hollow

Signature: [Handwritten Signature]

Print: Anne Ferruzzi

Sworn and subscribed before me this

the 14th day of August 2014

[Handwritten Signature]

Notary Public

My Commission expires: March 21, 2016



* WITH LANGUAGE REVISION AS CONTAINED IN "EXHIBIT A" HEREBY ATTACHED.

EXHIBIT A

2. Any artist, artisan or craftsman from pursuing his artistic calling upon the lot of dwelling unit owned by such artisan if such artist, artisan or craftsman also used such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product or work or art for sale to the public upon such lot or dwelling unit.
 3. The rental of a guest house and, or a main house is governed by the rules and regulations of Teton County that are in effect as of July 28, 2014. Homeowners are responsible for checking with the County for current policies and must abide by them.
- b. Each residential lot, and any and all improvements from time to time located thereon, shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such Owner's sole cost and expense.
 - c. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their lots, or in their enjoyment of common areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in River Hollow are entitled to the reasonable enjoyment of the natural benefits and surroundings of River Hollow. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and Development located thereon, shall be placed or used upon any lot. No domestic animals or fowl shall be maintained on any lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Horses shall not be permitted to be kept or maintained on any lot. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that pets are a nuisance to other Owners, or that an Owner is otherwise in violation of this Section and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Board may require the owner of a pet that barks or howls excessively, or of a pet with other offensive habits, to confine such animal indoors.
 - d. No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any lot, except:
 1. Such signs as may be required by legal proceedings;
 2. Standard residential identification signs to be placed in common areas associated with each living unit area, as the home Owners within that area determine appropriate and feasible.
 3. Standard real estate signs used for the sale and marketing of homes so long as they are not deemed inappropriate by the Board.