

****RE-RECORDED****

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

HIDDEN RANCH SUBDIVISION

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ABSTRACTED	<input checked="" type="checkbox"/>

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective on the filing hereof, by John J. Horn, of Teton County, Wyoming, hereinafter referred to as "Declarant".

Section 1. Purpose. Declarant is the owner of certain real property located in Jackson, Teton County, Wyoming, consisting of approximately 24 acres, and which is sometimes referred to hereafter as "the property" or "Hidden Ranch". The property has been platted as Hidden Ranch Subdivision, with the plat having been filed in the Office of the County Clerk of Teton County, Wyoming on

MAY 13, 1992 as Plat number 749

The property contains some wildlife habitat and is of high scenic and natural value, and Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the property for the benefit of all of the owners of the property or any part thereof.

Section 2. Declaration. Declarant hereby declares that the property described above, and any part hereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereafter as "the Covenants". The Covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to property, and shall inure to the benefit of all of the owners of the property or any part thereof.

Grantor: HORN, JOHN J
Grantee: THE PUBLIC
Doc 0387436 bk 299 pg 293-329 Filed at 12:55 on 12/08/94
V Jolynn Coonce, Teton County Clerk fees: 76.00
By CLAIRE K ABRAMS Deputy

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ABSTRACTED	<input checked="" type="checkbox"/>

~~Grantor: HORN, JOHN J
Grantee: THE PUBLIC
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V Jolynn Coonce, Teton County Clerk fees: 74.00
By CLAIRE K ABRAMS Deputy~~

Section 3. Definitions. Unless the context otherwise specifies or requires, the following words or phrases when used in this text shall have the following specified meanings:

- (a) Architectural Character: Means the building style which would include size, height, form, materials, colors and a general description of the exterior aspects of the building.
- (b) Association: Hidden Ranch Subdivision Homeowner's Association, a non-profit corporation formed under that name whose Articles of Incorporation are filed with the Wyoming Secretary of State.
- (c) Builder/Contractor: A person or entity engaged by an owner for the purpose of constructing a dwelling on such owner's lot. The contractor and owner may be the same person or entity.
- (d) Building Envelopes: Means the portion of the lot available for construction and improvement.
- (e) Building Envelope Maps: The plan established by Hidden Ranch to delineate the conceptual building envelopes for each lot. These will be developed on a site specific basis for Lots I through 12.
- (f) Committee: Shall mean the Architectural Control Committee established pursuant to the Declaration.
- (g) Common Area: All land, improvements and other properties now or hereafter owned or leased by the Hidden Ranch Homeowner's Association.

- (h) **Declaration**: That declaration of Covenants, Conditions and Restrictions recorded by the Developer effecting Hidden Ranch.
- (i) **Developer**: John J. Horn, d.b.a. Hidden Ranch.
- (j) **Dwelling**: A residence constructed or proposed to be constructed on a lot in Hidden Ranch and any improvements constructed in connection therewith.
- (k) **Easement**: Means a portion of any lot or other area, within Hidden Ranch, legally established for perpetual availability for utilities, green ways, emergency access and other uses.
- (l) **Excavation**: Means any disturbances to the natural terrain by scraping, digging or moving of any natural features.
- (m) **Hidden Ranch**: Shall mean and refer to any Hidden Ranch Filing according to the recorded Master Plan thereof, Town of Jackson, Teton County, Wyoming.
- (n) **Improvement**: Any changes, alterations or additions to a lot from its condition at the time of purchase from the Developer.
- (o) **Lot**: A Master Planned lot or single family building site within Hidden ranch.
- (p) **Owner**: The owner of record of a lot, including a contract purchaser, but excluding anyone having interest in a lot as security for the performance of an obligation.
- (q) **Property**: The real property described in Section 1.

- (r) Protective Covenants: The Declaration and any Supplementary Declarations recorded by the Developer effecting Hidden Ranch.
- (s) Standards: Those restrictions, review procedures and construction regulations adopted and enforced by the Committee as set forth in this document and as amended from time to time by the Committee.
- (t) Supplementary Declaration: Any Supplementary Declaration of Covenants, Conditions and Restrictions recorded by the Developer or the Homeowner's Association effecting a particular Hidden Ranch Filing.

Section 4. Association. (a) A non-profit Homeowner's Association shall be created by the Declarant and every person or entity, who is a record owner of a fee interest in any lot which is subject by these covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The rights, duties, assessments and other obligations of the Association shall be governed by these Covenants and by the Articles of Incorporation and Bylaws of such Association. The Association shall have all of the powers set forth in the Articles of Incorporation, together with its general powers as a non-profit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and these Covenants, and to do any and all lawful things which may be authorized, required or permitted to be done by the Association. The Association shall accept ownership of any common services that may be deeded or dedicated by the Declarant to the Association.

(b) Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. 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. Should any two contiguous lots be combined as provided in Section 9 below, the resulting larger lot shall be entitled to the number of votes which each individual lot had prior to the combination, with those votes being cast in accordance with the above provisions.

Class B. The Class B members shall be the Declarant or a successor named by him and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

On January 1, 2005.

(c) Violations-Enforcement Costs The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Board of Directors of the Association, Architectural Control Committee members or any owner of a lot within the property. Every owner of a lot within the property hereby consents to the entry of an injunction, judgment or lien against him or her, or his or her tenants or guests, to terminate and restrain any violation of these covenants or for the nonpayment of assessments due. Any lien imposed for nonpayment of assessments may carry interest at the highest rate allowed by law for consumer loans, plus all costs and attorney's fees. Any lot owner who uses or allows his or her lot to be used or

developed in violation of these covenants further agrees to pay all costs incurred by the Board of Directors of the Association, Architectural Control Committee or other lot owner in enforcing these Covenants, including reasonable attorney's fees whether or not suit is actually filed.

Section 5. Maintenance and Assessments.

(a) The Homeowners Association will have access to the 50' setback area for the purpose maintaining the integrity of the dike and unobstructed flow of the creek during the winter freezing season if required. The top 12 feet of the dike from the 38 foot to the 50 foot setback of the dike shall be maintained free of all trees, plantings or above ground obstructions to facilitate maintenance thereof. Homeowners must be aware that some damage may occur to vegetation and plantings in the 50 foot setback area during winter flow maintenance. Reasonable efforts will be made by the Homeowners Association to prevent damage.

(b) The Homeowners Association will perform such maintenance as may be from time to time deemed necessary by the Board on easemented or dedicated green way areas or common areas.

(c) The Homeowners Association shall have the authority to levy assessments to all lots equally within the subdivision as may be necessary to execute its duties. Both annual and any special assessments must be filed at a uniform rate for all lots and may be collected on a monthly, quarterly or annual basis.

Section 6. 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 a rate as determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property as described in Section 4(c) above. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Development Covenants, Codes and Restrictions.

(a) Purpose. These Covenants, Codes and Restrictions and the associated Design Guidelines have been established to attain the highest quality of design and construction and to protect and enhance the beauty of the subdivision and its environment. It is the intent of these guidelines to allow for and encourage innovative architecture and site planning. The guidelines will provide standards to measure, critique and advise on the proposed development.

These Design Guidelines are quite restrictive in nature, owing to the unique siting, lot size, topography and views from each lot within the Hidden Ranch Development. They address the compatibility of one lot to another, protection of views, streetscapes and topographic considerations, which should inspire and challenge the Owner and the Architect.

The development guidelines are complementary to the Declaration of Covenants, Conditions and Restrictions (DCC&R's) for Hidden Ranch. These development guidelines are flexible and may be amended from time to time by the Architectural Control Committee. Departures from these guidelines that are of good design and achieve a degree of harmony among neighboring dwellings will be encouraged, especially if they improve the appearance, or tend to improve the health and safety of the residents.

The specific guidelines which will be addressed are:

- * The establishment of the Architectural Control Committee for the development phase of the project, and the responsibilities of the Committee.

- * The "building envelope" which has been established as a defined, though conceptual, area for building development on the hillside lots.

- * Architectural and site planning standards for such elements as architectural character, heights, roofs, wall surfaces, colors, materials, parking, driveways, fences, maintenance and lighting.

- * Landscape standards for areas around the residences, irrigation systems, driveways, areas to be either restored or enhanced, and approved and prohibited plant materials.

- * Standards during the construction of any building, limiting the areas of activity, storage, noise, dust, parking, etc.

These design standards should keep Hidden Ranch a unique and pleasing environment that enhances the quality of life of both its residents and the Town of Jackson. Compliance with these guidelines does not assure compliance with the applicable building codes or regulations. It is the intent of the guidelines to be entirely compliant with the applicable codes of the cognizant building authorities.

(b) Architectural Control Committee

At the inception of Hidden Ranch Subdivision a three member Architectural Control Committee will be appointed by the developer. This committee will serve until the development is 90% complete. Subsequently, the Architectural Control Committee will be appointed by the Board of Directors of the Homeowner's Association, and will serve at the pleasure of the Board. As stated in Section 4, the Board of Directors of Hidden Ranch will be elected by the Homeowners (including the Developer) of Hidden Ranch. The Architectural Control Committee may act only upon the affirmative vote of two (2) members and any such act shall constitute an act of the entire Committee. The Architectural Control Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities, provided said rules and regulations are not in conflict with those adopted by the Association. Changes or amendments may be made to enable this committee to function smoothly and execute the duties as herein described, such rules or bylaws shall be available to all owners upon request.

(1) Authority and Duties. The Architectural Control Committee shall be responsible for reviewing construction plans and specifications, issuing building permits, and take all other actions necessary to carry out the responsibilities delegated to them by the Association.

(2) Meetings. The Architectural Control Committee shall meet from time to time as it deems necessary.

(3) Limitation of Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such Architectural Control

Committee or member thereof has acted in good faith. All members of the Architectural Control Committee shall be indemnified and held harmless by the property owners and Association from liability, damages and expenses for any decision or action they may make while acting within the scope and course of their duties.

(c) Specific Guidelines: Site

(1) Building Envelopes

Every hillside lot has a "building envelope" which relates to the unique characteristics of that individual lot and delineates the limits of construction. At the very minimum these envelopes will be described by the 10 ft. sideyard setback and the limits of construction line as shown on the Plat.

Though irregular in shape, they are intended to describe the area in which buildings, driveways and other construction activities will take place.

No construction, storage of materials, or activity of any kind shall take place outside the final approved building envelope in order to protect valuable site resources and to minimize disturbance to any site.

* Recommended building locations and approximate garage floor elevations are shown within each envelope.

* Each Hillside Lot Owner will be supplied with a Building Envelope Map for their prospective lot(s).

(2) Modification of Building Envelopes

It is the firm intention of Hidden Ranch to protect each individual property owner from the indiscreet use of adjacent properties and to minimize site disruption and negative visual impacts. To ensure these integrities are maintained in perpetuity no construction of the main residence will be allowed beyond the delineated construction envelope. If a property owner, to further enhance the use of that owner's

property, wishes to modify the building envelope boundary for the purposes of installing low impact structures such as decks, patios or accessory buildings the owner must prove to the Committee that all adjacent properties benefit or are not adversely affected and site disruption and the visual integrity of the site is not affected.

(3) Driveways

The individual lot owner shall provide a hard surface driveway of preferably of asphalt or concrete material, unless otherwise approved by the Committee. The minimum width of each driveway shall be ten (10) feet.

The Committee may approve non-hard surfaced driveways and parking areas, but appropriate measures to contain edges and control erosion and wash outs must be taken. Materials used to create special paving patterns are subject to Committee approval.

(4) Grading, Drainage and Retention Ponds

Each Owner is required to submit to the Committee for approval by the Town Engineer a grading and drainage plan with their site and building plans that conforms with the Hidden Ranch Subdivision master drainage plan. Some lots may require retention ponds as part of the master drainage plan, in which case the Owner will be required to submit a ponding plan as part of the grading and drainage plan. Upon approval by the Committee and Town Engineer these plans will be constructed as per plan and any drainage and retention ponding improvements will be required to be maintained in perpetuity.

(5) Parking

On-street parking shall be allowed at Hidden Ranch.

The Owner shall be responsible for the on-site parking of two (2) cars.

All residences shall provide a completely enclosed garage for a minimum of two (2) cars which shall not be converted to other use.

(6) Fences

Fences will not be permitted on the hillside lots unless otherwise specifically approved by the site Committee and will be limited and controlled on the balance of the lots. No fencing will be allowed within the 50' Flat Creek setback .

(7) Lighting

Exterior lighting that is subdued and whose light source is not visible from adjoining Dwellings, roads, or off premises locations, may be permitted by the Committee for such purposes as illuminating entrances, decks, driveways and parking areas, and other purposes approved by the Committee. In all cases, exterior lights are subject to the prior approval of the Committee.

(8) House Numbers

Each Dwelling shall have a street number which is visible from an adjacent road, but does not exceed a total of two (2) square feet in overall size, and approved by the Committee.

(9) Firewood Storage

Firewood intended as fuel in fireplaces or wood-burning stoves will be stored in closed structures designed for that purpose, and incorporated into the fabric of the dwelling. No firewood stacked outdoors will be permitted.

(10) Radio and Television Antennae

External antennae will be prohibited.

(11) Exterior Clothes Lines

Such clothes-drying lines will be permitted as long as they are screened from view.

(12) Air Conditioning Units

If such units are fitted they will be adequately screened.

(13) Exterior Equipment

Exterior appurtenances such as sun screens, awnings and trellises are discouraged unless they materially increase the comfort of the residents and improve or cause no detriment to adjacent properties. Service areas for mechanical equipment, yard equipment, maintenance tools or miscellaneous storage shall be incorporated into the dwelling fabric; use of detached structures for these purposes will not be permitted.

(14) Animals and Wildlife

Because of the special nature and wildlife habitat of the subdivision, no livestock or free roaming outdoor pets shall be bred, raised, or kept by Owners on their lots except that the Homeowners Association may permit the keeping of dogs, cats, and other household pets subject to rules and regulations adopted by the Association from time to time. The keeping of dogs will be discouraged and strict dog control for noisy, nuisance, or otherwise problem dogs will be enforced at all times. Repeat offences by dogs that have been deemed noisy, nuisances, or otherwise problem dogs may result in the Association forcing stiff fines and/or their permanent removal from the property.

(15) Stream Bank Protection

There shall be no activity whatsoever including construction, structures or appurtenances including play equipment within the 50' setback except for the mowing of grass and fishing without the specific approval of the Committee.

(16) Prohibited Structures

No trailer home, mobile home, camper, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used within the property as a place of residence or habitation, either temporarily or permanently, and except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no house, trailer, camper trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot within the property. The term "trailer home" or "mobile home" as

used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

(17) Maintenance

Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles other than automobiles, campers, whether or not on a truck, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, completely screened from view. No junk or inoperative cars or trucks shall be parked on any lot. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. No lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored or allowed to accumulate on any lot. No skinned hides shall be permitted to be hung across fences.

(18) Snowmobiles and Motorcycles

Snowmobiles, motorcycles or dirt bikes, or similar vehicles may not be operated on the property.

(d) Specific Guidelines: Architecture

It is the intent of the Hidden Ranch Development to create an environment in harmony with the site and with the high mountain location of Jackson Hole. What is considered appropriate and harmonious architecture is a function and combination of forms, colors, textures, materials, siting and landscaping.

The standards in these Design Guidelines have evolved from experience in the western mountain environment. Muted, earth-tone colors, varying textures creating patterns of light and shadows, and non-reflective surfaces are design features most prevalent in the mountain environment. No particular style or period of architecture is mandated; observance of the architectural heritage of the locale, compatibility with the topography and existing vegetation, and appropriateness of mass and form, materials and colors will be required.

Most properties exist on relatively flat sites devoid of vegetation, while some properties exist on moderate to steep slopes. Architecture which is "geomorphic" in its form, creating a minimum of site disturbance while taking advantage of the opportunities of slope, is critical in these hillside sites.

The architectural guidelines are a result of Hidden Ranch Development creating a living community which enhances the environment through design excellence.

(1) Style and Quality

The architectural style will be appropriate to the western mountain environment, and will use the design elements that have been found successful in the construction of comfortable, durable dwellings in high alpine environments. Permanent, low maintenance materials will be required for all exteriors. Typical materials of choice for the exteriors will include stone, architectural concrete, timber and wood siding.

(2) **The Building Envelope**

Horizontal building envelope boundaries have been established for lots 1 through 12 for each hillside lot. The "range" of distances varies from lot to lot depending on slope, proximity and effect on adjoining structures and vehicular access. Setbacks will conform to the Town of Jackson SR-1 standards with a front yard setback of 25 feet, side yard of 10 feet and a rear yard of 15 feet.

(3) **Building Code**

All structures will conform to all applicable building codes and ordinances. Approval by the Committee does not constitute or imply compliance with such codes and ordinances.

(4) **Building Height**

No building shall exceed twenty eight (28) feet in height.

It is the intention to inspire a community of structures whereby the building height of any one structure does not impede the view of the Teton Range by established building locations, if one exists. To this end the Hidden Ranch Master Development Plan has established finished ground floor elevations for each hillside lot. These are noted within the Building Envelope Map.

If a property owner, to further enhance his/her dwelling, wishes to change the ground floor elevation, he/she must prove to the Committee that all adjacent properties are benefitted, or are not adversely effected.

(5) **Floor Space and Permitted Uses**

There will be a minimum size of 1100 square feet for the individual dwellings in Hidden Ranch. The use will be restricted to one family per dwelling, for residences only.

(6) Materials - Exterior Surfaces

Exterior surfaces will be generally of natural materials that blend and are compatible with the natural landscape. Wood siding, field stone or river rock are obvious choices. Exposed foundation walls will be finished to blend with the upper walls of the dwelling.

(7) Color

The color of external materials will be generally subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted.

Note that the Committee will not consider obvious shades of green as an earth tone. However, tones of green added to shades of grey or brown will be considered by the Committee.

(8) Roofs

It is the intention of Hidden Ranch Development that roofs blend in with the landscape as much as possible. It is recognized that roofs will be the predominate architectural feature seen by most of the homeowners on the upper or higher lots and much of what will be apparent from below.

To this end, roofs will be of cedar shake, or other approved material.

Roofs shall be of varying heights and articulation to create a sense of interest from above, creating a varying play of light, shadow with a minimum of reflectivity.

(9) Site Grading and Drainage

Site grading will be required to varying degrees on most of the lots. All cuts with slopes exceeding 2:1 and which are greater than of five (5) feet in height shall be retained by timber retaining walls of a type similar to those presented in

Figure 1. Cuts less than five (5) feet may be sloped back at no greater than a 2:1 pitch, stabilized and revegetated so that no erosion occurs.

Site drainage and grading will be done with minimum disruption to the lot and shall not drain to adjoining lots, nor cause a condition that could lead to soil erosion on street embankments, basements, or any property outside Hidden Ranch Development.

It may be required that each lot owner install water retention devices on each developed lot capable of containing a ten year storm flow.

Driveway culverts, if required, will be approved by the Committee and will be installed by the Owner.

(10) Paved Areas

Hard-surfaced private driveways and parking areas are highly encouraged, with a asphalt or concrete surface preferred. The Committee may approve non-hard surfaced driveways and parking areas, but appropriate measures to contain edges and control erosion and wash outs must be taken. Materials used to create special paving patterns are subject to Committee approval.

(11) Exterior Mechanical Equipment

All exterior mechanical equipment shall be either incorporated into the overall form of the Dwelling or be permanently enclosed by a material approved by the Committee.

(12) Garage Doors

Visual impact of garage doors will be minimized by such measures as, but not limited to, siting of the Dwelling, protective overhangs and/or projections, covering of garage doors to match the house siding in materials, color, direction to which siding is applied, and landscaping.

(13) Fireplaces

Proximity of trees to fireplace flues should be carefully considered so that trees and branches are not subjected to excessive heat and so that fire hazards are not created. Spark arrestors should be installed over all flues.

(14) Accessory Structures

Accessory structures shall be architecturally compatible with the Dwelling. Chain link fences will not be permitted. Dog runs or enclosures for other pets will not be allowed.

Specific Guidelines: Landscaping

It is the intent of Hidden Ranch Development to not only maintain, but to enhance its unique natural character, which owes much to its fine existing vegetation. To reach this end and to minimize the possible negative wildlife/human interaction, only plant material from the approved plant list will be allowed within the development.

(1) General Character

It is Hidden Ranch Development's firm intention to maintain and enhance the natural ambiance of the site by requiring that the visual impacts of development are minimized.

To facilitate this concept, it is a requirement that each lot owner soften the visual effects of his/her residence from town views, surrounding neighborhood views and interior views by implementing a minimum program of tree planting.

The approximate minimum visual screening of each structure, with plant material in full leaf, will be forty percent (40%) of the outside surface area of the building within a five year period; however, the exact amount and type of plant material will be arrived at on a case by case basis, by the Committee, as each residence is developed.

(2) Protection and Preservation

It is a requirement of Hidden Ranch Development that the trees on each lot be preserved and protected, by each owner, from the effects of development; where applicable.

No trees outside the Building Envelope shall be damaged or removed by the Owner without the express consent of the Committee.

Trees within the Building Envelope shall be transplanted to other sites on the lot where feasible. Where no opportunity

exists to transplant the trees on the Owner's property, the Committee may assist the Owner in finding suitable locations within the development.

(3) Plant List

As previously noted, a list of desirable and undesirable plants has been supplied to the Owner. Under no circumstances will undesirable plants be installed by the Owner. A plant that does not exist on the list may be used only after review and approval by the Committee.

(4) Irrigation

The Owner is responsible for the installation and maintenance of an automatic drip irrigation system for trees and shrubs. Lawns must be watered by an automatic turf-type system.

(5) Snow Storage

Provision for snow storage must be made for on each lot by the Owner.

(6) Property Maintenance

The landscapes on each lot shall be maintained in a healthy and vigorous condition by each owner.

(7) Fences

In order to preserve the open naturalness and the aesthetic appearance of hillside lots of Hidden Ranch, property lines shall be kept free and open, and fences or plantings simulating fencing shall be not be encouraged on lot lines, except as provided by the Developer as a part of the original design concept, or as approved by the Committee. A fence or any enclosure as a structure or aesthetic feature of a design concept may be permitted by the Committee so long as it is designed to appear to be a single element connected or visually related with the principle structure.

(8) Lawns

Lawn areas will be encouraged on the lower, less steeply sloped (less than 8%) portions within the development, but they will be minimized on the upper, treed portions of the site. However, each lot will be considered on a case by case basis by the Committee.

Desirable Plant List

The following plant list represents species recommended for use on the Hidden Ranch Development. This is by no means inclusive, but reflects the strong desire to utilize native vegetation as much as possible throughout the project.

Trees (Deciduous)

Acer ginnala	Amur Maple
Alnus americana	Alder
Crataegus	Hawthorn
Populus angustifolia	Narrowleaf Cottonwood
Populus tremuloides	Quaking Aspen
Salix pentandra	Laurel Willow
Salix sp.	Native Willow

Trees (Coniferous)

Picea engelmani	Engelman Spruce
Picea pungens	Colorado Spruce
Pinns contorta var. latifolia	Lodgepole Pine
Pinus flexins	Limber Pine
Pseudotsuga menziesi	Douglas Fir

Shrubs

Acer glabrum	Mountain Maple
Amelanchier alnifolia	Serviceberry
Artemisia tridentata	Big Sagebrush
Artosaphylos uva ursi	Kinnikinick
Mahonia repens	Oregon Grape
Ceanothus velutinus	Mountain Balm
Cercocarpus ledifolius	Mountain Mahogany
Chrysanthemum maximum	Shasta daisy
Chrysothamnus nauseothus	Rabbit Bush
Cornus stolonifera	Red-osier Dogwood
Iliamna rivularis	Mountain Hollyhock
Elaeagnus commntata	Silverberry
Juniperus communis	Common Juniper
Juniperus sp.	Juniper Varieties

Ledum elandulosum
Lonicera japonica
Lonicera utahensis
Potentilla fruticosa var.
Prunus virginiana
Purchia tridentata
Rhamnus alnifolia
Ribes inerme
Rosa woodsii
Rubus parviflorus
Salix scoueriana
Sambucus caerulea
Sambucus racemosa
Shepherdia canadensis
Sorbus scopulina
Spirea densiflora
Vaccinium membranaceum

Perennials

Aquilegia caerulea
Aster campertris
Aster glaucodes
Balsamorhiza sagittata
Echinacea purpurea
Epilobium angustifolium
Erigeron eatonii
Eriogonum umbellatum
Frangaria vesca
Frangaria virginiana
Gaillardia aristata
Geranium viscosissimum
Linum lewisii
Macheraanthera conmixta
Penstemon cyananthus

Labrador Tea
Honeysuckle
Utah Honeysuckle
Ciquefoil
Common Chokecherry
Antelope Bitterbush
Buckthorn
Whitestem Gooseberry
Woods Rose
Thimbleberry
Mountain Willow
Blueberry Elder
European Red Elder
Russett Buffaloberry
Greenes Mountain Ash
Subalpine Spirea
Highbush Huckleberry

Colorado Columbine
Meadow Aster
Thickleaf Aster
Arrowleaf Balsamroot
Purple Coneflower
Fireweed Willowherb
Eaton Fleabane
Sulphur Eriogonum
Woodland Strawberry
Virginia Strawberry
Blanket Flower
Sticky Geranium
Wild Blue Flax
Mixed Aster
Wasatch Penstemon

Undesirable Plant List

The following plants are undesirable on the Hidden Ranch property both as ornamentals and as weeds. Listed ornamentals do not respond to the naturalized ambience of the site by clashing in form, scale, texture, color, ultimate size, adaptability, or may have negative wildlife impacts to the site, and as such must not be introduced into the landscape. (Listed weeds presently exist in the environs and on the site, and should be eradicated as they become visible and always eliminated prior to flowering.)

Trees (Deciduous)

Populus deltoides	Eastern Cottonwood
Elaeagnus	Russian Olive

Shrubs

Caragana microphylus	Peashrub
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Perennials

Carduus nutans	Muck Thistle
Cirsium sp.	Thistle
Hackelia micrantha	Wild Forget-me-not
Medicago sativa	Alfalfa
Trifolium repens	Clover

Specific Guidelines: Construction

- (1) Prior to beginning any work upon the site, the Owner shall advise the Committee of the construction schedule and arrange an on-site review of the final construction plans and field staking.

This meeting shall be mandatory and shall address the following:

- * "Limits of Construction" Each contractor shall establish and maintain a "boundary" for every aspect of construction, beyond which no construction shall take place.
- * The contractor's field office shall be located within the "Limits of Construction".
- * Only one (1) construction site project sign may be used and it must be located within the "Limits of Construction".
- * Proper, temporary sanitary facilities for all construction personnel shall be provided.
- * Parking for construction workers shall be provided within the "Limits of Construction"; or, with the approval of the Committee, on the street adjacent to the property.
- * The Owner, through the contractor, shall be responsible for maintaining a reasonable level of construction noise. No "non-construction" noises (radios, etc.) shall be allowed without the continuing approval of the Committee. Adjacent property owners wishing to complain shall make their complaints to the Committee.

* The Owner, through the contractor, shall ensure that construction worker's pets (dogs, etc.) shall not be permitted on the site.

* The Owner shall ensure that no mud, debris, or other foreign material shall be tracked onto the dedicated streets. The owner through the contractor shall be required to post a \$1,000.00 cash bond with the Committee to ensure the above and other provisions of these covenants.

- (2) It shall be the sole responsibility of the Owner to maintain all the tenets of these Design Guidelines. Failure to do so shall result in stoppage of construction. The Committee shall have the authority to make judgements in the best interests of all the property owners in Hidden Ranch.
 - (3) Periodic inspections shall be made by the Committee or a representative member to ensure compliance with the final design. Non-compliance with approved drawings will result in stoppage of construction.
 - (4) Field problems and/or changes to the approved plans shall be brought to the attention, within reason, of the Committee prior to action.
- (g) Procedure for Approval
- (1) Make a preapplication, including a thorough review of the Covenants and development guidelines and then schedule a meeting with the Architectural Control Committee, the Owner and the Owner's Architect to explore and resolve any questions regarding the design of the buildings within Hidden Ranch development.

- (2) Submit the plans and the application for Committee review and approval, including the following:

Cover letter, including date of application, addresses and phone numbers, and the address, registration and phone number of the architect.

Description of proposed construction including start and completion dates.

- (3) Concurrently, submit a site plan and landscape plan at a scale not smaller than 1" = 10'-0".
- (4) Submit a complete set of architectural drawings, including plans, sections, and elevations.
- 5) Each Owner is required to submit to the Committee for approval by the Town Engineer a grading and drainage plan at a scale not smaller than 1" = 10' - 0" with their site and building plans that conforms with the Hidden Ranch Subdivision master drainage plan. Some lots may require retention ponds as part of the master drainage plan, in which case the Owner will be required to submit a ponding plan as part of the grading and drainage plan. Upon approval by the Committee and Town Engineer these plans will be constructed as per plan and any drainage and retention ponding improvements will be required to be maintained in perpetuity.

A design review fee must accompany the Owner to the preapplication meeting along with the application. Where appropriate, this fee may be set at the ordinary professional fees of the architects, designers and engineers that will accomplish the review, in which case this fee will be approximately \$600.00.

The Architectural Committee Review must be completed within 30 days from when the application is received. The Committee will approve the plans as submitted in writing, or provide an analysis in writing of the matters that must be changed before the approval can be given.

Any approved variances from the Covenants must be received in writing from the Committee prior to any action by the applicant. The Committee's findings are binding upon the applicant, but the applicant may request a conference with the Committee to be held within 15 days of notification of the Committee findings.

(h) Construction and Completion

Construction may start after the approval of the Committee is granted in writing and the Owner has provided certification to the Committee that the work will be accomplished in conformance to the submitted plans.

All grading and drainage will be done with minimum disruption to the lot. The drainage shall not be to adjacent lots, nor cause a condition that could lead to soil erosion on the subject lot or adjacent lots.

Storage of construction materials will be limited to the building envelope, or in an area external to the building site. No obstruction of street traffic or access to other lots will be allowed.

All construction shall be completed within one year from the commencement date of construction with special attention being paid to the completion of the exterior of the residence and landscaping within a 9 month period; unless the Association in its discretion approves an extension for good cause, not to exceed ten months in length.

Section 9 Property Subdivision. Once sold by the Declarant, no lot within the property shall be further divided, subdivided or split, except Lot 13 which may be split once. Two or more contiguous lots, if owned by the same record owner, may be combined as one larger lot for the purpose of applying these Covenants, provided that the record owner makes such election in writing and first receives written approval from the Design Committee, and a Unity of Title or other appropriate instrument combining such lots is duly recorded in the Office of the County Clerk, in Teton County, Wyoming. Following the combination of any lots the resulting larger lot shall have the number of votes which each individual lot had prior to the combination, as provided in Section 4(b) above.

Section 10. Violations-Enforcements-Costs. The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Board of Directors of the Association, Architectural Control Committee members or any owner of a lot within the property. Every owner of a lot within the property hereby consents to the entry of an injunction, judgment or lien against him or her or his or her tenants or guests, to terminate and restrain any violation of these covenants or for the nonpayment of assessments due. Any lien imposed for nonpayment of assessments may carry interest at the highest rate allowed by law for consumer loans, plus all costs and attorney's fees. Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Board of Directors of the Association, the Architectural Control Committee or other lot owner in enforcing these Covenants, including reasonable attorneys' fees whether or not suit is actually filed.

Section 11. Indemnification. The costs to the Association shall include all costs to indemnify and save harmless Declarant, Architectural Control Committee, the officers and Board of

Directors of the Association and agents thereof, their successors and assigns, from and against any and all claims, suits, action, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained on or about the property, if any, or any appurtenances thereto or arising out of the installation, operation or maintenance of Common Services from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that Declarant, Architectural Control Committee, officers and Board of Directors of the Association and agents thereof, their successors and assigns, may be compelled to incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in these Covenants.

Further, the costs to the Association of indemnifying the Declarant, Architectural Control Committee, officers and Board of Directors of the Association shall include all costs and expenses whatsoever incurred in the pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions (including, without limitation, counsel fees and costs at all levels of any trial or proceeding, costs of investigation and discovery, and recovery, etc.).

Section 12. Grants and Reservations of Easements. The Declarant hereby grants and reserves for its benefit and all users the following easements on the property:

- (a) An easement fifteen (15) feet in width on either side of the Wort Ditch currently located on or appurtenant to the Property for a total width of thirty (30) feet, to provide for the maintenance and repair of all irrigation ditches on the

Property and for ingress and egress thereto for performing the purposes of this easement.

(b) A greenway/pathway primarily along the irrigation ditch which is variable in width, all as shown on the recorded plat.

(c) Any other easements designated on the plat filed herein.

Section 13. No Implied Waiver. The failure of the Board of Directors of the Association to object to an owner's or other party's failure to comply with these Covenants (including any rules adopted) now or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of these Covenants.

Section 14. Amendments and Modifications. These Covenants may be amended, modified or altered at any time after the initial 10 year period as provided in Section 14 below, by the written consent of the owners of 80% or more of the lots in the development. The voting shall be in accordance with the requirements contained in Section 4(B) above. All such changes shall become effective on the date of recording in the County Clerk's Office for Teton County, Wyoming.

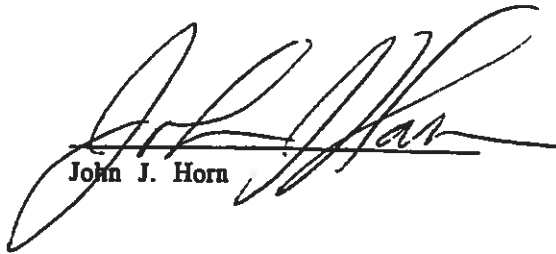
Section 15. Duration of Covenants. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect for an initial period of ten (10) years after the date of recording of this Declaration of Covenants in the County Clerk's Office for Teton County, Wyoming, subject to the right of amendment or modification provided above. After the initial 10 year period, this Declaration of Covenants is subject to automatic extension for successive periods of ten (10) years unless revoked by the owners of 80% or more of the lots within the property. This Declaration of Covenants may be revoked as provided herein at any time after the initial 10 year period. Any

revocation shall become effective on the date of recording in the County Clerk's office.

Section 16. Severability. Any decision by a Court of competent jurisdiction invalidating any part or section of these Covenants shall be limited to the part or section affected by the decision of the Court, and the remaining part or paragraphs shall continue in full force and effect.

IN WITNESS WHEREOF, This Declaration of Covenants, Conditions and Restrictions is executed this 6th day of May, 1992.

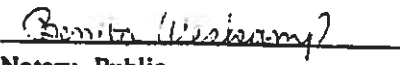
Hidden Ranch Subdivision


John J. Horn

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by John J. Horn, and to me known to be the person who executed the foregoing as the legal owner of Hidden Ranch Subdivision on this day of May 6th, 1992.

WITNESS my hand and official seal.


Notary Public

My commission expires: 9-26-95



FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIDDEN RANCH ADDITION SUBDIVISION

FILED	
INDEXED	+
ABSTRACTED	

This instrument ("Instrument") is made as of the 14 day of June, 1992 by John J. Horn, hereinafter referred to as "Declarant", the owner or beneficial owner of all the land, and lots of the Hidden Ranch Addition Subdivision in accordance with a plat filed for record on the 13th day of May, 1992 in Teton County, Wyoming as Plat Number 749.

WHEREAS, the Declarant has executed and recorded in the public record of Teton County, Wyoming in Book 251 of Photo, pages 1010-1044 on May 13, 1992 a certain Declaration Of Covenants, Conditions And Restrictions For Hidden Ranch Subdivision ("Covenants"); and

WHEREAS, Section 14, Amendments and Modifications, provides that the covenants may be amended, modified or altered at any time after the initial 10 year period by the written consent of the owners of 80% or more of the lots in the development; and

WHEREAS, the Declarant still owns in excess of eighty percent (80%) of the land and lots in the development, and desires to declare that the covenants be amended as provided in this First Amendment, but to remain unchanged in all other respects.

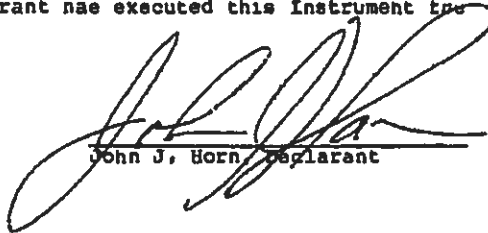
NOW THEREFORE, the Declarant hereby declares that the covenants recorded on May 13, 1992 are hereby amended as provided below and all that property that is part of Hidden Ranch Addition Subdivision including that described in Plat Number 749 which is recorded in the public records of Teton County, Wyoming, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed, subject to the following provisions, covenants, conditions and restrictions, all of which are for the purpose of preserving and maintaining the natural character and value of the property. The Covenants shall run with the property and any lot thereon, and shall be binding on all parties having or acquiring any legal or equitable interest in or to the property, and shall inure to the benefit of all of the Owners of the property or any part thereof.

Grantor, HORN, JOHN J
Grantee: THE PUBLIC
Doc 332229 by SA JG 061-0962 Filed 07/14/92
V Jolyon Counts, Teton County Clerk fees: 8.00
By VIRGINIA BLAIR Deputy

1. There is hereby added to section 6. Development Covenants, Codes And Restrictions a new subsection (1) entitled Grandfathered Structures to read as follows:

(1) Grandfathered Structures, Nothing contained within these covenants shall require any change in the plans, construction or alteration of a structure existing prior to the filing of these covenants. Ordinary repairs and maintenance of a non-conforming building shall be permitted; however, any major construction, alteration, renovation or replacement shall be subject to the covenants.

IN WITNESS WHEREOF, Declarant has executed this Instrument this day and year above written,


John J. Horn, Declarant

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by John J. Horn, Declarant, this 1st day of June, 1992.

WITNESS my hand and official seal.




Michelle J. Fugate
Notary Public

My Commission Expires: Sept 27 1995