

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HILLSIDE TOWNHOUSE OWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by WILDLIFE LLC a Wyoming limited liability company hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Teton County, Wyoming, which is more particularly described as:

Hillside Townhouses Subdivision, Town of Jackson, Teton County, Wyoming, according to that plat filed in the Office of the Teton County Clerk, Teton County, Wyoming on the 4TH day of MAY 2001, as Plat No. 1012.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed 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 their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding contract sellers and others having any interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance.

Section 5. "Limited common area" shall mean and refer to any portion of the common area (as defined above) reserved for the exclusive use and enjoyment of the owner of the associated lot subject, however, to the right of the association or its agents to enter upon said limited common area for the installation, repair, and maintenance upon said limited common area. "Limited common areas" are designated as LCA, followed by the number of the associated lot, on the plat.

Section 6. "Lot" shall mean and refer to any plot of land upon which a single townhouse unit together with an attached double car garage is located as shown by number upon any recorded subdivision map of the properties, with the exception of the Common Area.

Section 7. "Unit" shall mean a townhouse unit located on a lot.

Section 8. "Declarant" shall mean and refer to WILDLIFE LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 9. "Member" shall mean and refer to members of the Association.

Section 10. "Bylaws" shall mean and refer to the Bylaws of the Association.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner 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 title to every lot, subject to the following provisions:

RELEASED	<input type="checkbox"/>
INDEXED	<input type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

- a. The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against its lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- b. 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 Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.
- c. The right of the use of the private road by Lot 50, identified as 600 Hillside Drive.
- d. The right of the Association to promulgate its bylaws, rules and regulations.

Section 2. Ownership. No unit may be subdivided into time shares, interval ownership, use periods or any similar property interest commonly considered to be within the general conception of timesharing. All renting, leasing or other arrangements whereby parties other than the owner and non-paying guests occupy a unit shall be pursuant to written lease (or similar agreements) and subject to this Declaration and such Bylaws, Rules and Regulations as promulgated by the association. Owners may not lease units for an initial term for less than thirty (30) days and all tenants and occupants shall be subject to such restrictions relating to parking, storage and pets as the Association may determine.

Section 3. Right of Entry. The Association and its employees shall have the right of entry to all lots, Limited Common Area, and the Common Area for the purpose of lawn landscape, road and building maintenance.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the exclusive use of the parking spaces or garage stalls, which are designated for each unit. The Association shall permanently assign parking spaces to each lot according to the designations shown on the plat for the Properties. The parking spaces which are located on the North side of Hillside Drive shall be designated as "Visitor Parking Only" and shall not be used by owners or renters of the units for their own vehicles.

Section 5. Snow Storage. During the winter season, snow plowed for the driveways and access areas may be stored anywhere on the common area; further, the Association may store snow on any portion of the Limited Common Areas. Snow will be stored in such a manner as to cause the least disruption in normal traffic and pedestrian access as determined by the Association.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant while Declarant is a Class B member, and shall be entitled to One (1) 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 lots shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot it owns. The Class B members shall cease and shall be converted to Class A membership on the happening of EITHER of the following events, whichever occurs earlier:

- a. when the total membership in Class A equals eight (8) or
- b. on January 1, 2005.

Section 3. Declarant shall vote its Class B membership interest in order to protect its interest and investment in the property. The Association shall, and hereby does, waive any conflict of interest objection to actions taken by the Declarant either voting as a member of any Class or as a member of a board or committee of the Association.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants that 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 covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Annual and special assessments, together with interest at the rate of 12% per annum, costs, late charges up to 15% of any unpaid amount, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property (the lot and the unit), against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to successors in title unless expressly assumed by them, provided that the applicable lot and unit shall continue to be fully subject to the lien for such unpaid assessments and all other related charges.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to fund all obligations of the Association and to promote the recreation, health, safety, and welfare of the residents and owners of the properties and for the improvements and maintenance of Common Area, and of the exteriors of the buildings situated upon the properties.

Section 3. Regular Assessments. The regular assessments against all Lots within the property shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Area as well as the exteriors of the buildings situated upon the properties; which estimates may include, among other things, the expenses of management; taxes and special assessments unless or until units are separately assessed; premiums for all insurance which the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable reserve fund for periodic maintenance repair and replacement; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such shall constitute the estimated common expense, and all funds received from Assessments under this paragraph shall be part of the common expense fund. Regular Assessments shall apply to or be assessed against Class A Members only. In the event that the Common Expense fund is insufficient during any fiscal year for whatever reason, including non-payment of any Owner's Assessment the Association may levy additional assessments in accordance with Section 6 of this Article, except that such assessment need not be approved by the Owners.

Section 4. Insurance. Said assessments shall also be utilized to provide insurance as follows:

- a. The Association shall insure, or cause to be insured all structures, including the units, for their full insurable replacement cost (exclusive of land, foundation, excavation, and other items normally excluded from coverage), in the event of fire, vandalism, and extended coverage, and such other risk including flood and earthquake as the Board of Directors deems to be desirable, all with waivers of subrogation against owners and invitees.
- b. The Association will insure any Association owned personal property for its full insurable value.
- c. The Association will carry liability insurance, in an amount determined by the Board of Directors, covering bodily damage, personal injury, non-owned auto liability and comprehensive general liability.
- d. The Association may carry a blanket bond to cover all directors and officers and employees in an amount determined by the Board.
- e. The Association may carry directors and officers liability insurance in an amount determined by the Board.
- f. The Association may carry any other insurance it deems desirable.
- g. The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the sum at its discretion.

Section 5. Maximum Annual Assessments. Until January 1, 2002, the maximum annual assessment shall be \$1,500.00 per lot, which shall be payable monthly at a rate of \$125.00 per lot.

- a. From and after January 1, 2002, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year, subject to clause (b) and section 6 below.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 15% by a vote of a three-fourths (3/4) interest of each Class of members, at a meeting duly called for this purpose.

Section 6. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy, at any time and from time to time, upon the affirmative vote of three-fourths (3/4) of each class of members for special assessments payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners. All funds received from assessments under this paragraph shall be part of the Common Expense fund.

Section 7. Individual Assessments. In addition to other assessments authorized under this Article, the Association may levy against any owner an Individual Assessment, payable to the Association over such periods as the Association may determine, for the purpose of paying, in whole or in part, the cost of replacing, repairing, cleaning, or otherwise correcting any damage to Units or Common Areas caused by the intentional or negligent act or omission of any such Owner, his family, guest, tenants, or invitee, except damages arising from normal wear and tear,

Section 8. Notice and Quorum for any Action Authorized under Section 3, 4, 5, 6, 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4, 5, 6, and 7 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class or membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The above provision notwithstanding, if after two unsuccessful attempts to hold a meeting due to a lack of attendance by a sufficient number of Class A members to constitute a quorum, the Class B members shall be entitled to hold a meeting of the Association after giving at least 30 days notice, for the purpose of instituting and collecting annual assessments in accordance with Section 5 above.

Section 9. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of issuance.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association, Jurisdiction and Value. All assessments are annual assessments; however, the Association may provide the collection of the same in monthly, quarterly, or semi-annual installments. Notwithstanding the foregoing, upon default in the payment of any one or more installments of the annual or any special assessment, the entire balance of the assessment may be accelerated at the option of the Association and be declared due and payable in full, immediately. Any assessment or fine not paid within thirty (30) days after due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. 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. Each Owner agrees that any legal dispute shall be resolved in the Justice Court or District Court of Teton County, Wyoming.

Section 12. Subordination of the lien to Certain Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record, and to any executory land sales contract, but only to the extent that Administrator of Veterans Affairs (Veterans Administration) or Federal Housing Administration is seller, or mortgagee, whether such contract is owned by the Veterans Administration or the Federal Housing Administration or its assigns, and whether such contract is recorded or not. The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming Law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the

homestead exemption as against said assessment lien. Sale or transfer of any unit shall not affect the liens for said charges. No sale or transfer, or cancellation or forfeiture of executory land sales contract shall relieve such lot from liability for any such charges thereafter arising or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, porches, decks, hot tubs or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change including color scheme or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. Owners shall not erect or maintain any fences in the Limited Common Areas at the rear of each unit, other than the safety fences surrounding the rear decks. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Association should be allowed to disapprove if in its opinion it is unsightly, noisy, diceous, or a nuisance or interferes with the quiet enjoyment of other owners, this Article will be deemed to have been fully complied with.

ARTICLE VI - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouse upon the Property and placed on or adjacent to the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, shall be the responsibility of the Owners who make use of the wall in proportion to such use as determined by the Association in its reasonable discretion.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or wilful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII - ANIMALS

Section 1. No domestic animals or fowl shall be maintained on any Lot other than not more than two generally recognized house pet, provided, however, that such animals shall at all times be restrained or-leashed, 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 pet be confined indoors. Pets shall be fed indoors or, if fed outdoors, shall be fed in a manner as not to become a wildlife attractor. Pets shall be housed indoors and no outdoor dog runs shall be allowed. If any animals are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of not more than One Hundred Dollars (\$100.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being at the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than Two Hundred Dollars (\$200.00) per animal, plus costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a third occasion, the owner shall be required to permanently remove such animal from the subdivision. No Owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment, destruction, or permanent removal of any such animal or animals.

Section 2. In order to prevent the wildlife from frequenting the Properties, wildlife other than birds shall not be fed by the Tenants.

ARTICLE VIII - PROHIBITED STRUCTURES

Section 1. No house trailer, mobile home, tent, teepee, truck camper, snowmobile, ATV, or recreational vehicle, shall be placed or maintained on the Properties, except those kept in the garage. All vehicles parked outside must have current registration. No inoperable vehicles may be parked outside of the garage.

Section 2. 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 so constructed so as to permit it being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy 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 axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

ARTICLE IX - SIGNS AND LIGHTS

Section 1. No signs of any character shall be placed or maintained on any lot within the Area except a sign identifying the owner or occupant of a lot which sign shall not exceed one (1) square foot; nor shall any "For Sale" or real estate signs be placed on any individual unit or on the common ground. Any exterior light must be so arranged so as to reflect the light away from the neighboring lots and away from the vision of passing motorists.

ARTICLE X - OUTSIDE ACTIVITIES

Section 1. No outside clothes lines or other clothes drying or airing facilities shall be permitted whatever. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacle designed for such fires and such additional fires as may from time to time be permitted by the Association Rules and Regulations. A Unit Owner shall keep his patio and/or deck clean and sightly at all times and shall not use said patio and/or deck for storage, other than a barbecue grill, except with the express written approval of the Board of Directors.

ARTICLE XI - WASTE AND TRASH DISPOSAL

Section 1. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring lots. Each owner, tenant and guest is responsible for placing trash and refuse in tied plastic bags in the trash collection containers provided by the Association. Only ordinary household trash may be discarded in the provided containers. No lumber, construction materials, furniture, automotive lubricants, chemicals or flammable materials of any type are allowed to be discarded on the site. The collection and disposal of garbage and trash shall be in strict compliance with such Rules and Regulations 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, unless the collector requires the Association to be the entity responsible for making the payment, in that event the necessary amounts will be added to each month's assessments for each lot.

ARTICLE XIII - EXTERIOR MAINTENANCE

Section 1. Common Area. The Association shall maintain the Common Area and all structures.

Section 2. Lots. The Association shall provide exterior maintenance upon each lot as follows: paint, stain, repair, replacement and care of roofs, gutters, down spouts, exteriors building surfaces, drives, fences, decks, trees, shrubs, grass, and other exterior improvements. Such exterior shall not include foundations or glass surfaces.

In the event that any owner, after obtaining approval of the Board of Directors, places improvements upon his Lot which increase the cost of maintaining such lot, such additional cost shall be added to and become part of the assessment to which owner's lot is subject.

Section 3. Additional Liability. In the event that the need for exterior maintenance or repair of any part of the Property, of the improvements thereon is caused through willful or negligent acts of an owner, his family, guest, invitee or tenants, to the extent the cost thereof is uninsured, such cost shall be added to and become part of the assessment to which such owner's lot is subject.

ARTICLE XIV - GENERAL RULES AND REGULATIONS

Section 1. No boats, campers, trailers or other personal property, of whatever size, shall be stored on or allowed to remain on the Common Area such as the grounds or parking lots, unless approved in advance in each instance by the association or unless placed in an area previously set aside for such purposes by the Association.

Section 2. No owner or occupant shall make or permit any disturbing noise to be made in any Townhouse by himself, his family, guests, tenants, or other invitee, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of neighboring owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hifi, tape recorder, stereo or the like in the Common Area or in any Townhouse between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy neighboring owners or occupants. Children shall not be permitted to loiter or play unattended on the parking areas or other common areas, except on the grounds or areas designated by the Association.

Section 3. Nothing, particularly cigarette butts, shall be thrown or emptied by the owners, or their family, guest, tenants, or invitees out of the windows or doors, or in the common areas, nor shall anything be hung outside of the windows or in patios so as to be visible from an exterior view of the building other than hanging plants.

Section 4. Water shall be not left running for any unreasonable or unnecessary length of time in any of the Townhouses or in any of the Common Area.

Section 5. No owner or occupant shall interfere in any manner with any portion of central utility lines, appurtenances running underneath a Townhouse or through any party wall or roof structure. Any utility services or other types of elements which are utilized in common, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees the cost of such maintenance or repairs shall be added to and becomes a part of the assessment to which such Lot is subject.

Section 6. Owners and occupant shall not install or operate in the Units any machinery, or equipment (other than kitchen appliances and washing machines or dryers) or use any illumination other than electric light or use or permit to be brought into any building any inflammable oils or fluid or other explosives or articles deemed hazardous to life, limb or property.

Section 7. The directors of the Association, or its manager or managing agent, may retain a pass key to each Townhouse. No owner or occupant shall alter any lock or install a new lock on any door leading into the Townhouse of such owner without the prior consent of the Association. If such consent is given, the owner or occupant shall provide the Association with a key for use by it or by its manager or managing agent.

Section 8. It is the responsibility of each unit owner and tenant to keep the interior of his unit above freezing point in wintertime. Failure to do this will result not only in the freezing of the pipes within the unit, but also the freezing of the water main to other units that run in the crawl space under the unit. A unit's owner or tenant who fails to keep his unit above freezing point, and who thereby causes damage to the Association property and to the property of other unit owners will be liable to the Association and such other owners for the value of any damage done.

Section 9. Notwithstanding anything herein contained to the contrary, each Lot Owner shall have the responsibility to maintain, repair, replace, and keep in a clean, safe, and sanitary condition, at such Lot Owner's expense, all portions of the Owner's Lot.

Section 10. Parking Area Regulations. Tenants shall park vehicles only in designated areas. Each unit has four assigned parking spaces—two in the garage and two outdoor spaces as designated on the final plat map. Outdoor spaces to be used for owner's car and immediate guests. In other words, no storing vehicles for friends. No vehicle belonging to an owner or to a member of his family or to his tenants, guests or invitees shall be parked in such a manner as to impede snow removal, or prevent ready access to other parking spaces assigned to other persons, nor shall owners park in those parking spaces assigned as guest parking. Abandoned cars will be removed by the Association (a car not currently licensed will be deemed abandoned). No vehicle shall be left standing in a parking area in a non-operative condition, nor shall there be any repairs, maintenance or lubrication of vehicles done in the parking areas. The Association or its manager or managing agent may impose reasonable limitations or restrictions on parking in the parking areas in order to accommodate snow removal, maintenance or other purposes. No overnight parking, extra parking is for guests only. If occupants do not comply with these requests after reasonable notice, cars will be towed at owner's expense.

Section 11. Hillside Drive, which is the road accessing Hillside Townhouses shall be a private driveway exclusively for the owners of Hillside Townhouses, their guests, invitees and assigns. Maintenance of Hillside Drive shall be at the expense of the owners of Hillside Townhouses.

Section 12. The emergency access designated on the Plat map on the west end of the Hillside Townhomes shall be for year round pedestrian access and year round emergency vehicle access.

ARTICLE XV - GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Indemnification. The Declarant, Board of Directors, officers, or members of any committee shall not be liable to any party for any action or inaction with respect to any provision of these covenants or Rules and Regulations, provided such individuals acted in good faith. All such individuals shall be indemnified and held harmless by the property owners from liability, damages, and expenses, including reasonable attorney's fees, for any decision or action they may make while acting in good faith within the scope and course of their duties.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Office of the County Clerk of Teton County, Wyoming and as long as there is a Class B membership any amendment hereto will require the prior approval of the Federal Housing Administration or the Veterans Administration, if such agencies are involved in the long term financing of units within this development.

Section 5. Easements. Easements in, over, across and above the Common Area are hereby reserved by the Developers for utility and construction purposes, and such other uses and purposes as the Developer may deem necessary or appropriate for the service of and to the Properties. The Developer reserves the exclusive right to create and assign any and all of said easements and rights.

Section 6. Captions, Gender and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. The singular wherever used shall be construed to mean the plural whenever applicable or vice versa, and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

Section 7. FHA / VA Approval. As long as there is Class B Membership the following actions will require the prior approval of the FHA or the VA: annexation of additional properties, dedication of common area, amendment of this declaration of covenants, conditions and restrictions.

ARTICLE XVI

Section 1. Lots Subject to Declaration, Bylaws, Rules, and Regulations. All present and future Lot Owners, tenants, mortgagees, and occupants of Lots, where applicable, shall be subject to and shall comply with the provisions of this Declaration and the Bylaws as they may be amended from time to time, and to any Rules and Regulations which may be adopted by the Association. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of a Lot shall constitute agreement that the provisions of these Declarations, Bylaws, and Rules and Regulations which may be accepted and ratified by such Lot Owner, tenant, occupant, or mortgagee; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE Declarant herein, having duly executed this Declaration this 19 day of December, 2001.

WILDLIFE LLC, a Wyoming
Limited Liability Company

Donna K. Martin
Donna K. Martin, Manager

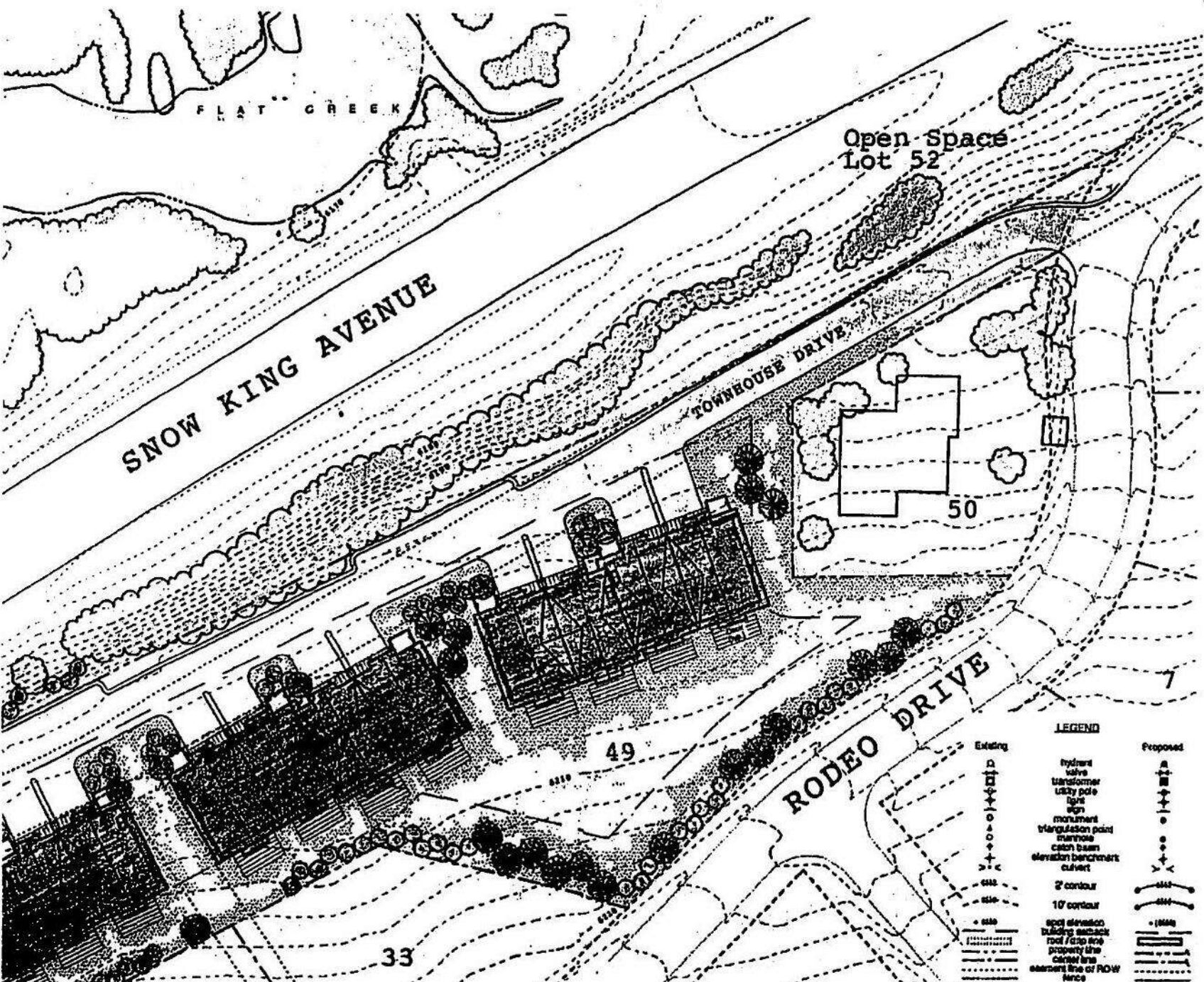
STATE OF WYOMING)
 ss:
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Donna K. Martin, this 28 day of March, 2001.

Witness my hand and official seal.



Leidy Karno
Notary Public



File Name 99033/Kerr/
Concept/30nd
Sheet Name Landscape Plan
Drawing Date 1/22/99
Drawn By CJ



Landscape Architects
Land Planners

75 East Kelly Ave.
P.O. Box 4789
Jackson, Wyoming
(307) 733-3062



Landscape
Plan



Existing		Proposed
hydrant	hydrant	hydrant
valve	valve	valve
transformer	transformer	transformer
utility pole	utility pole	utility pole
fire sign	fire sign	fire sign
monument	monument	monument
triangulation point	triangulation point	triangulation point
manhole	manhole	manhole
catch basin	catch basin	catch basin
elevation benchmark	elevation benchmark	elevation benchmark
culvert	culvert	culvert
2' contour	2' contour	2' contour
10' contour	10' contour	10' contour
spot elevation	spot elevation	spot elevation
building setback	building setback	building setback
roof / ramp line	roof / ramp line	roof / ramp line
property line	property line	property line
center line	center line	center line
setback line of ROW	setback line of ROW	setback line of ROW
fence	fence	fence

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HILLSIDE TOWNHOUSE OWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by WILDLIFE LLC a Wyoming limited liability company hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Teton County, Wyoming, which is more particularly described as:

Lot 49, Karns Hillside Addition to the Town of Jackson, Wyoming.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed 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 shall inure to the benefit of each owner thereof, and their heirs, successors and assigns

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to the Hillside Townhouse Owners Association, its successors and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding contract sellers and others having any interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance.

Section 5. "Limited common area" shall mean and refer to any portion of the common area (as defined above) reserved for the exclusive use and enjoyment of the owner of the associated lot subject, however, to the right of the association or its agents to enter upon said limited common area for the installation, repair, and maintenance upon said limited common area. "Limited common areas" are designated as LCA, followed by the number of the associated lot, on the plat.

Section 6. "Lot" shall mean and refer to any plot of land upon which a single townhouse unit together with an attached double car garage is located as shown by number upon any recorded subdivision map of the properties, with the exception of the Common Area.

Section 7. "Unit" shall mean a townhouse unit located on a lot.

Section 8. "Declarant" shall mean and refer to WILDLIFE LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 9. "Member" shall mean and refer to members of the Association.

Section 10. "Bylaws" shall mean and refer to the Bylaws of the Association.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner 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 title to every lot, subject to the following provisions:

- a. The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against its lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- b. 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 Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.
- c. The right of the use of the private road by Lot 50, identified as 600 Hillside Drive.
- d. The right of the Association to promulgate its bylaws, rules and regulations.

Section 2. Ownership. No unit may be subdivided into time shares, interval ownership, use periods or any similar property interest commonly considered to be within the general conception of timesharing. All renting, leasing or other arrangements whereby parties other than the owner and non-paying guests occupy a unit shall be pursuant to written lease (or similar Agreements) and subject to this Declaration and such Bylaws, Rules and Regulations as promulgated by the association. Owners may not lease units for an initial term for less than thirty (30) days and all tenants and occupants shall be subject to such restrictions relating to parking, storage and pets as the Association may determine.

Section 3. Right of Entry. The Association and its employees shall have the right of entry to all lots, Limited Common Area, and the Common Area for the purpose of lawn landscape, road and building maintenance.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the exclusive use of the parking spaces or garage stalls, which are designated for each unit. The Association shall permanently assign parking spaces to each lot according to the designations shown on the plat for the Properties.

Section 5. Snow Storage. During the winter season, snow plowed for the driveways and access areas may be stored anywhere on the common area; further, the Association may store snow on any portion of the Limited Common Areas. Snow will be stored in such a manner as to cause the least disruption in normal traffic and pedestrian access as determined by the Association.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant while Declarant is a Class B member, and shall be entitled to One (1) 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 lots shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot it owns. The Class B members shall cease and shall be converted to Class A membership on the happening of EITHER of the following events, whichever occurs earlier:

- a. when the total membership in Class A equals eight (8) or
- b. on January 1, 2005.

Section 3. Declarant shall vote its Class B membership interest in order to protect its interest and investment in the property. The Association shall, and hereby does, waive any conflict of interest objection to actions taken by the Declarant either voting as a member of any Class or as a member of a board or committee of the Association.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants that 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 covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Annual and special assessments, together with interest at the rate of 12% per annum, costs, late charges up to 15% of any unpaid amount, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property (the lot and the unit), against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to successors in title unless expressly assumed by them, provided that the applicable lot and unit shall continue to be fully subject to the lien for such unpaid assessments and all other related charges.

g. The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the sum at its discretion.

Section 5. Maximum Annual Assessments. Until January 1, 2002 the maximum annual assessment shall be \$1,200.00 per lot, which shall be payable monthly at a rate of \$100.00 per lot.

a. From and after January 1, 2003, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year, subject to clause (b) and section 6 below.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 15% by a vote of a three-fourths (3/4) interest of each Class of members, at a meeting duly called for this purpose.

Section 6. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy, at any time and from time to time, upon the affirmative vote of three-fourths (3/4) of each class of members for special assessments payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners. All funds received from assessments under this paragraph shall be part of the Common Expense fund.

Section 7. Individual Assessments. In addition to other assessments authorized under this Article, the Association may levy against any owner an Individual Assessment, payable to the Association over such periods as the Association may determine, for the purpose of paying, in whole or in part, the cost of replacing, repairing, cleaning, or otherwise correcting any damage to Units or Common Areas caused by the intentional or negligent act or omission of any such Owner, his family, guest, tenants, or invitee, except damages arising from normal wear and tear,

Section 8. Notice and Quorum for any Action Authorized under Section 3, 4, 5, 6, 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4, 5, 6, and 7 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class or membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The above provision notwithstanding, if after two unsuccessful attempts to hold a meeting due to a lack of attendance by a sufficient number of Class A members to constitute a quorum, the Class B members shall be entitled to hold a meeting of the Association after giving at least 30 days notice, for the purpose of instituting and collecting annual assessments in accordance with Section 5 above.

Section 9. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to fund all obligations of the Association and to promote the recreation, health, safety, and welfare of the residents and owners of the properties and for the improvements and maintenance of Common Area, and of the exteriors of the buildings situated upon the properties.

Section 3. Regular Assessments. The regular assessments against all Lots within the property shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Area as well as the exteriors of the buildings situated upon the properties; which estimates may include, among other things, the expenses of management; taxes and special assessments unless or until units are separately assessed; premiums for all insurance which the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable reserve fund for periodic maintenance repair and replacement; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such shall constitute the estimated common expense, and all funds received from Assessments under this paragraph shall be part of the common expense fund. Regular Assessments shall apply to or be assessed against Class A Members only.

In the event that the Common Expense fund is insufficient during any fiscal year for whatever reason, including non-payment of any Owner's Assessment the Association may levy additional assessments in accordance with Section 6 of this Article, except that such assessment need not be approved by the Owners.

Section 4. Insurance. Said assessments shall also be utilized to provide insurance as follows:

- a. The Association shall insure, or cause to be insured all structures, including the units, for their full insurable replacement cost (exclusive of land, foundation, excavation, and other items normally excluded from coverage), in the event of fire, vandalism, and extended coverage, and such other risk including flood and earthquake as the Board of Directors deems to be desirable, all with waivers of subrogation against owners and invitees.
- b. The Association will insure any Association owned personal property for its full insurable value.
- c. The Association will carry liability insurance, in an amount determined by the Board of Directors, covering bodily damage, personal injury, non-owned auto liability and comprehensive general liability.
- d. The Association may carry a blanket bond to cover all directors and officers and employees in an amount determined by the Board.
- e. The Association may carry directors and officers liability insurance in an amount determined by the Board.
- f. The Association may carry any other insurance it deems desirable.

Section 10. Date of Commencement of Annual Assessments: Due Dates.

The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of issuance.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association,

Jurisdiction and Value. All assessments are annual assessments; however, the Association may provide the collection of the same in monthly, quarterly, or semi-annual installments. Notwithstanding the foregoing, upon default in the payment of any one or more installments of the annual or any special assessment, the entire balance of the assessment may be accelerated at the option of the Association and be declared due and payable in full, immediately. Any assessment or fine not paid within thirty (30) days after due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. 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. Each Owner agrees that any legal dispute shall be resolved in the Justice Court or District Court of Teton County, Wyoming.

Section 12. Subordination of the lien to Certain Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record, and to any executory land sales contract, but only to the extent that Administrator of Veterans Affairs (Veterans Administration) or Federal Housing Administration is seller, or mortgagee, whether such contract is owned by the Veterans Administration or the Federal Housing Administration or its assigns, and whether such contract is recorded or not. The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming Law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. Sale or transfer of any unit shall not affect the liens for said charges. No sale or transfer, or cancellation or forfeiture of executory land sales contract shall relieve such lot from liability for any such charges thereafter arising or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

Section 1.

No building, fence, wall, porches, decks, hot tubs or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change including color scheme or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. Owners shall not erect or maintain any fences in the Limited Common Areas at the rear of each unit, other than the safety fences surrounding the rear decks. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have

been fully complied with. Association should be allowed to disapprove if in its opinion it is unsightly, noisy, digeous, or a nuisance or interferes with the quiet enjoyment of other owners, this Article will be deemed to have been fully complied with.

ARTICLE VI - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouse upon the Property and placed on or adjacent to the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, shall be the responsibility of the Owners who make use of the wall in proportion to such use as determined by the Association in its reasonable discretion.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII - ANIMALS

Section 1. No domestic animals or fowl shall be maintained on any Lot other than not more than two generally recognized house pet, provided, however, that such animals shall at all times be restrained or leashed, 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 pet be confined indoors. Pets shall be fed indoors or, if fed outdoors, shall be fed in a manner as not to become a wildlife attractor. Pets shall be housed indoors and no outdoor dog runs shall be allowed. If any animals are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of not more than One Hundred Dollars (\$100.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being at the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than Two Hundred Dollars (\$200.00) per animal, plus costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a third occasion, the owner shall be required to permanently remove such animal from the subdivision. No Owner of any animal or animals impounded or

destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment, destruction, or permanent removal of any such animal or animals.

Section 2. In order to prevent the wildlife from frequenting the Properties, wildlife other than birds shall not be fed by the Tenants.

ARTICLE VIII - PROHIBITED STRUCTURES

Section 1. No house trailer, mobile home, tent, teepee, truck camper, snowmobile, ATV, or recreational vehicle, shall be placed or maintained on the Properties, except those kept in the garage. All vehicles parked outside must have current registration. No inoperable vehicles may be parked outside of the garage.

Section 2. 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 so constructed so as to permit it being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy 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 axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

ARTICLE IX - SIGNS AND LIGHTS

Section 1. No signs of any character shall be placed or maintained on any lot within the Area except a sign identifying the owner or occupant of a lot which sign shall not exceed one (1) square foot; nor shall any "For Sale" or real estate signs be placed on any individual unit or on the common ground. Any exterior light must be so arranged so as to reflect the light away from the neighboring lots and away from the vision of passing motorists.

ARTICLE X - OUTSIDE ACTIVITIES

Section 1. No outside clothes lines or other clothes drying or airing facilities shall be permitted whatever. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacle designed for such fires and such additional fires as may from time to time be permitted by the Association Rules and Regulations. A Unit Owner shall keep his patio and/or deck clean and sightly at all times and shall not use said patio and/or deck for storage, other than a barbecue grill, except with the express written approval of the Board of Directors.

ARTICLE XI - WASTE AND TRASH DISPOSAL

Section 1. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring lots. Each owner, tenant and guest is responsible for placing trash and refuse in tied plastic bags in the trash collection containers provided by the Association. Only ordinary household trash may be discarded in the provided containers. No lumber, construction materials, furniture, automotive lubricants, chemicals or flammable materials of any type are allowed to be discarded on the site. The collection and disposal of garbage and trash shall be in strict compliance with such Rules and Regulations 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, unless the collector requires the Association to be the entity responsible for making the payment, in that event the necessary amounts will be added to each month's assessments for each lot.

ARTICLE XIII - EXTERIOR MAINTENANCE

Section 1. Common Area. The Association shall maintain the Common Area and all structures.

Section 2. Lots. The Association shall provide exterior maintenance upon each lot as follows: paint, stain, repair, replacement and care of roofs, gutters, down spouts, exteriors building surfaces, drives, fences, decks, trees, shrubs, grass, and other exterior improvements. Such exterior shall not include foundations or glass surfaces.

In the event that any owner, after obtaining approval of the Board of Directors, places improvements upon his Lot which increase the cost of maintaining such lot, such additional cost shall be added to and become part of the assessment to which owner's lot is subject.

Section 3. Additional Liability. In the event that the need for exterior maintenance or repair of any part of the Property, of the improvements thereon is caused through willful or negligent acts of an owner, his family, guest, invitee or tenants, to the extent the cost thereof is uninsured, such cost shall be added to and become part of the assessment to which such owner's lot is subject.

ARTICLE XIV - GENERAL RULES AND REGULATIONS

Section 1. No boats, campers, trailers or other personal property, of whatever size, shall be stored on or allowed to remain on the Common Area such as the grounds or parking lots, unless approved in advance in each instance by the association or unless placed in an area previously set aside for such purposes by the Association.

Section 2. No owner or occupant shall make or permit any disturbing noise to be made in any Townhouse by himself, his family, guests, tenants, or other invitee, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of neighboring owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hifi, tape recorder, stereo or the like in the Common Area or in any Townhouse between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy neighboring owners or occupants. Children shall not be permitted to loiter or play unattended on the parking areas or other common areas, except on the grounds or areas designated by the Association.

Section 3. Nothing, particularly cigarette butts, shall be thrown or emptied by the owners, or their family, guest, tenants, or invitees out of the windows or doors, or in the common areas, nor shall anything be hung outside of the windows or in patios so as to be visible from an exterior view of the building other than hanging plants.

Section 4. Water shall be not left running for any unreasonable or unnecessary length of time in any of the Townhouses or in any of the Common Area.

Section 5. No owner or occupant shall interfere in any manner with any portion of central utility lines, appurtenances running underneath a Townhouse or through any party wall or roof structure. Any utility services or other types of elements which are utilized in common, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees the cost of such maintenance or repairs shall be added to and becomes a part of the assessment to which such Lot is subject.

Section 6. Owners and occupant shall not install or operate in the Units any machinery, or equipment (other than kitchen appliances and washing machines or dryers) or use any illumination other than electric light or use or permit to be brought into any building any inflammable oils or fluid or other explosives or articles deemed hazardous to life, limb or property.

Section 7. The directors of the Association, or its manager or managing agent, may retain a pass key to each Townhouse. No owner or occupant shall alter any lock or install a new lock on any door leading into the Townhouse of such owner without the prior consent of the Association. If such consent is given, the owner or occupant shall provide the Association with a key for use by it or by its manager or managing agent.

Section 8. It is the responsibility of each unit owner and tenant to keep the interior of his unit above freezing point in wintertime. Failure to do this will result not only in the freezing of the pipes within the unit, but also the freezing of the water main to other units that run in the crawl space under the unit. A unit's owner or tenant who fails to keep his unit above freezing point, and who thereby causes damage to the Association property and to the property of other unit owners will be liable to the Association and such other owners for the value of any damage done.

Section 9. Notwithstanding anything herein contained to the contrary, each Lot Owner shall have the responsibility to maintain, repair, replace, and keep in a clean, safe, and sanitary condition, at such Lot Owner's expense, all portions of the Owner's Lot.

Section 10. Parking Area Regulations. Tenants shall park vehicles only in designated areas. Each unit has four assigned parking spaces—two in the garage and two outdoor spaces as designated on the final plat map. Outdoor spaces to be used for owner's car and immediate guests. In other words, no storing vehicles for friends. No vehicle belonging to an owner or to a member of his family or to his tenants, guests or invitees shall be parked in such a manner as to impede snow removal, or prevent ready access to other parking spaces assigned to other persons, nor shall owners park in those parking spaces assigned as guest parking. Abandoned cars will be removed by the Association (a car not currently licensed will be deemed abandoned). No vehicle shall be left standing in a parking area in a non-operative condition, nor shall there be any repairs, maintenance or lubrication of vehicles done in the parking areas. The Association or its manager or managing agent may impose reasonable limitations or restrictions on parking in the parking areas in order to accommodate snow removal, maintenance or other purposes. No overnight parking, extra parking is for guests only. If occupants do not comply with these requests after reasonable notice, cars will be towed at owner's expense.

Section 11. The driveway serving the townhouses shall be a private driveway exclusively for the benefit of the owners of Lot 49 (Hillside Townhomes) and Lot 50 (600 Hillside Dr) their guests and invitees.

Section 12. The emergency access designated on the Plat map on the west end of the Hillside Townhomes shall be for year round pedestrian access and year round emergency vehicle access.

ARTICLE XV - GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Indemnification. The Declarant, Board of Directors, officers, or members of any committee shall not be liable to any party for any action or inaction with respect to any provision of these covenants or Rules and Regulations, provided such individuals acted in good faith. All such individuals shall be indemnified and held harmless by the property owners from liability, damages, and expenses, including reasonable attorney's fees, for any decision or action they may make while acting in good faith within the scope and course of their duties.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Office of the County Clerk of Teton County, Wyoming and as long as there is a Class B membership any amendment hereto will require the prior approval of the Federal Housing Administration or the Veterans Administration, if such agencies are involved in the long term financing of units within this development.

Section 5. Easements. Easements in, over, across and above the Common Area are hereby reserved by the Developers for utility and construction purposes, and such other uses and purposes as the Developer may deem necessary or appropriate for the service of and to the Properties. The Developer reserves the exclusive right to create and assign any and all of said easements and rights.

Section 6. Captions, Gender and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. The singular wherever used shall be construed to mean the plural whenever applicable or vice versa, and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

Section 7. FHA / VA Approval. As long as there is Class B Membership the following actions will require the prior approval of the FHA or the VA: annexation of additional properties, dedication of common area, amendment of this declaration of covenants, conditions and restrictions.

ARTICLE XVI

Section 1. Lots Subject to Declaration, Bylaws, Rules, and Regulations. All present and future Lot Owners, tenants, mortgagees, and occupants of Lots, where applicable, shall be subject to and shall comply with the provisions of this Declaration and the Bylaws as they may be amended from time to time, and to any Rules and Regulations which may be adopted by the Association. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of a Lot shall constitute agreement that the provisions of these Declarations, Bylaws, and Rules and Regulations which may be accepted and ratified by such Lot Owner, tenant, occupant, or mortgagee; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE Declarant herein, having duly executed this Declaration this _____ day of _____, 2000.

WILDLIFE LLC, a Wyoming
Limited Liability Company

Donna K. Martin

Diana K. Brown

Betty K. Terrill

Peter Van Kams

STATE OF WYOMING)
 ss:)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Donna K. Martin, this ____ day of _____, 2000.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)

ss:

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Diana K. Brown, this ____ day of _____, 2000.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)

ss:

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Betty K. Terrill, this ____ day of _____, 2000.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING)

ss:

COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Peter Van Kams, this ____ day of _____, 2000.

Witness my hand and official seal.

Notary Public

My Commission Expires:

destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment, destruction, or permanent removal of any such animal or animals.

Section 2. In order to prevent the wildlife from frequenting the Properties, wildlife other than birds shall not be fed by the Tenants.

ARTICLE VIII - PROHIBITED STRUCTURES

Section 1. No house trailer, mobile home, tent, teepee, truck camper, snowmobile, ATV, or recreational vehicle, shall be placed or maintained on the Properties, except those kept in the garage. All vehicles parked outside must have current registration. No inoperable vehicles may be parked outside of the garage.

Section 2. 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 so constructed so as to permit it being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy 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 axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

ARTICLE IX - SIGNS AND LIGHTS

Section 1. No signs of any character shall be placed or maintained on any lot within the Area except a sign identifying the owner or occupant of a lot which sign shall not exceed one (1) square foot; nor shall any "For Sale" or real estate signs be placed on any individual unit or on the common ground. Any exterior light must be so arranged so as to reflect the light away from the neighboring lots and away from the vision of passing motorists.

ARTICLE X - OUTSIDE ACTIVITIES

Section 1. No outside clothes lines or other clothes drying or airing facilities shall be permitted whatever. There shall be no exterior fires whatsoever except within receptacle designed for such fires and as permitted by the Association Rules. Deck clean and sightly at all times. a barbecue grill, except with the e

becue fires contained on time to time be ep his patio and/or or storage, other than ectors.

ARTICLE

Section 1. All garbage and shall be maintained so as not to be responsible for placing trash and re provided by the Association. Only containers. No lumber, construction flammable materials of any type are disposal of garbage and trash shall may be adopted by the Association,

containers which tenant and guest is ion containers in the provided chemicals or ollection and Regulations as oints. The

Tina-
There is no
Article 8,
Section 3.
What else might
it fall under?
Attach pgs. 8-10
for general reminder?

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, unless the collector requires the Association to be the entity responsible for making the payment, in that event the necessary amounts will be added to each month's assessments for each lot.

ARTICLE XIII - EXTERIOR MAINTENANCE

Section 1. Common Area. The Association shall maintain the Common Area and all structures.

Section 2. Lots. The Association shall provide exterior maintenance upon each lot as follows: paint, stain, repair, replacement and care of roofs, gutters, down spouts, exteriors building surfaces, drives, fences, decks, trees, shrubs, grass, and other exterior improvements. Such exterior shall not include foundations or glass surfaces.

In the event that any owner, after obtaining approval of the Board of Directors, places improvements upon his Lot which increase the cost of maintaining such lot, such additional cost shall be added to and become part of the assessment to which owner's lot is subject.

Section 3. Additional Liability. In the event that the need for exterior maintenance or repair of any part of the Property, of the improvements thereon is caused through willful or negligent acts of an owner, his family, guest, invitee or tenants, to the extent the cost thereof is uninsured, such cost shall be added to and become part of the assessment to which such owner's lot is subject.

ARTICLE XIV - GENERAL RULES AND REGULATIONS

Section 1. No boats, campers, trailers or other personal property, of whatever size, shall be stored on or allowed to remain on the Common Area such as the grounds or parking lots, unless approved in advance in each instance by the association or unless placed in an area previously set aside for such purposes by the Association.

Section 2. No owner or occupant shall make or permit any disturbing noise to be made in any Townhouse by himself, his family, guests, tenants, or other invitee, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of neighboring owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hifi, tape recorder, stereo or the like in the Common Area or in any Townhouse between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy neighboring owners or occupants. Children shall not be permitted to loiter or play unattended on the parking areas or other common areas, except on the grounds or areas designated by the Association.

Section 3. Nothing, particularly cigarette butts, shall be thrown or emptied by the owners, or their family, guest, tenants, or invitees out of the windows or doors, or in the common areas, nor shall anything be hung outside of the windows or in patios so as to be visible from an exterior view of the building other than hanging plants.

Section 4. Water shall be not left running for any unreasonable or unnecessary length of time in any of the Townhouses or in any of the Common Area.

Section 5. No owner or occupant shall interfere in any manner with any portion of central utility lines, appurtenances running underneath a Townhouse or through any party wall or roof structure. Any utility services or other types of elements which are utilized in common, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees the cost of such maintenance or repairs shall be added to and becomes a part of the assessment to which such Lot is subject.

Section 6. Owners and occupant shall not install or operate in the Units any machinery, or equipment (other than kitchen appliances and washing machines or dryers) or use any illumination other than electric light or use or permit to be brought into any building any inflammable oils or fluid or other explosives or articles deemed hazardous to life, limb or property.

Section 7. The directors of the Association, or its manager or managing agent, may retain a pass key to each Townhouse. No owner or occupant shall alter any lock or install a new lock on any door leading into the Townhouse of such owner without the prior consent of the Association. If such consent is given, the owner or occupant shall provide the Association with a key for use by it or by its manager or managing agent.

Section 8. It is the responsibility of each unit owner and tenant to keep the interior of his unit above freezing point in wintertime. Failure to do this will result not only in the freezing of the pipes within the unit, but also the freezing of the water main to other units that run in the crawl space under the unit. A unit's owner or tenant who fails to keep his unit above freezing point, and who thereby causes damage to the Association property and to the property of other unit owners will be liable to the Association and such other owners for the value of any damage done.

Section 9. Notwithstanding anything herein contained to the contrary, each Lot Owner shall have the responsibility to maintain, repair, replace, and keep in a clean, safe, and sanitary condition, at such Lot Owner's expense, all portions of the Owner's Lot.

Section 10. Parking Area Regulations. Tenants shall park vehicles only in designated areas. Each unit has four assigned parking spaces—two in the garage and two outdoor spaces as designated on the final plat map. Outdoor spaces to be used for owner's car and immediate guests. In other words, no storing vehicles for friends. No vehicle belonging to an owner or to a member of his family or to his tenants, guests or invitees shall be parked in such a manner as to impede snow removal, or prevent ready access to other parking spaces assigned to other persons, nor shall owners park in those parking spaces assigned as guest parking. Abandoned cars will be removed by the Association (a car not currently licensed will be deemed abandoned). No vehicle shall be left standing in a parking area in a non-operative condition, nor shall there be any repairs, maintenance or lubrication of vehicles done in the parking areas. The Association or its manager or managing agent may impose reasonable limitations or restrictions on parking in the parking areas in order to accommodate snow removal, maintenance or other purposes. No overnight parking, extra parking is for guests only. If occupants do not comply with these requests after reasonable notice, cars will be towed at owner's expense.

Section 11. The driveway serving the townhouses shall be a private driveway exclusively for the benefit of the owners of Lot 49 (Hillside Townhomes) and Lot 50 (600 Hillside Dr) their guests and invitees.